



#### FAYETTEVILLE CITY COUNCIL

Edward J. Johnson, Jr. Mayor  
Scott Stacy, Mayor Pro Tem  
Kathaleen Brewer  
Paul C. Oddo, Jr.  
Harlan Shirley  
James B. Williams

#### STAFF

Ray Gibson, City Manager  
Anne Barksdale, City Clerk

#### MEETING LOCATION

Fayetteville City Hall  
Council Chambers  
240 South Glynn Street  
Fayetteville, Ga. 30214

#### MEETING TIME EACH MONTH

Regular Session  
1<sup>st</sup> & 3<sup>rd</sup> Thursday –  
6:00pm

#### MAYOR AND COUNCIL OFFICE

Fayetteville City Hall  
240 South Glynn Street  
Fayetteville, Ga. 30214

Phone: 770-461-6029  
Fax: 770-460-4238

#### Web Site:

[www.fayetteville-ga.gov](http://www.fayetteville-ga.gov)

#### E-Mail Address:

[abarksdale@fayetteville-ga.gov](mailto:abarksdale@fayetteville-ga.gov)

## *Agenda* *Fayetteville City Council Meeting* *July 21, 2016* *6:00 P.M.*

Call to Order

Opening Prayer

The Pledge of Allegiance to the Flag

#### **Approval of Agenda**

1. Approval of Minutes of the July 7, 2016 City Council Meeting
2. Approval of the Amended/Corrected Minutes of the June 30, 2016 Called City Council Meeting

#### **PUBLIC HEARINGS:**

3. Consider #0-12-16 – FY2017 Budget Hearing – 2<sup>nd</sup> Reading:  
*Presented by Director of Finance & Administration Mike Bush*

#### **NEW BUSINESS:**

4. Consider R-26-16 – Consider Adoption 2016/2017 Pay Scale:  
*Presented by Assistant Director of Finance Carleetha Talmadge*
5. Consider R-27-16 – Professional Services Contract for Water and Sewer Analysis – Goodwyn, Mills, & Cawood, Inc.: *Presented by City Manager Ray Gibson*

#### **REPORTS AND COMMENTS:**

6. City Manager and Staff Reports
7. City Council and Committee Reports
8. Mayors Comments
9. Public Comments

**City of Fayetteville**  
**Regular Mayor and City Council Meeting**  
**Minutes**  
**July 7, 2016**

**Call to Order**

The Mayor and City Council of Fayetteville met in regular session on July 7, 2016 at 6:00 p.m. in the Council Chambers at City Hall. Mayor Edward Johnson called the meeting to order, followed by Opening Prayer and led those attending in the Pledge of Allegiance to the Flag. Council members present were: Harlan Shirley, Kathaleen Brewer, Paul Oddo, Scott Stacy, and James Williams. Staff members present were City Manager Ray Gibson and City Clerk Anne Barksdale.

City Manager Ray Gibson said we need to add to the agenda “Item A” - #0-8-16 – REA Ventures Rezoning 4.92 Acres – North Glynn Street and Lafayette Avenue Intersection from C-1 to PCD in order to have it tabled.

Oddo moved to add Item A” - #0-8-16 – REA Ventures Rezoning 4.92 Acres – North Glynn Street and Lafayette Avenue Intersection from C-1 to PCD to the agenda. Shirley seconded the motion. Motion carried unanimously.

Oddo moved to approve the agenda as presented. Brewer seconded the motion. Motion carried unanimously.

Oddo then moved to table Item A - #0-8-16 – REA Ventures Rezoning 4.92 Acres – North Glynn Street and Lafayette Avenue Intersection from C-1 to PCD until the December 1, 2016 City Council meeting. Shirley seconded the motion. Motion carried unanimously.

Stacy moved to approve the minutes of the Regular City Council Meeting of June 16, 2016. Shirley seconded the motion. Motion carried unanimously.

Shirley moved to approve the minutes of the Called City Council Meeting of June 30, 2016. Brewer seconded the motion. Stacy abstained. Motion carried 4-0.

**Recognitions and Presentations:**

Mayor Johnson recognized and congratulated Miss Lexi Brake, who is representing “Little Miss GA Princess”. She was in the July 4<sup>th</sup> parade in PTC and is a Fayetteville resident.

**Public Hearings:**

Mayor Johnson called Consider #0-11-16 – Water & Sewer Rate Increase – 2<sup>nd</sup> Reading.

Assistant Finance Director Carleetha Talmadge stated, the Water and Sewer budget includes a 2.4 % increase. This increase insures the City’s ability to meet and maintain the required debt service obligations as outlined in the 2010 and 2013 Series Water and Sewer Revenue Bonds.

Staff is recommending an amendment to the City of Fayetteville Water and Sewer Ordinance Section 86-62 Basic Rates, Charges, and Billing. This ordinance has been amended to increase the water and sewer fees for residential, senior, and commercial customers. The table below shows a comparison of the current rates to the proposed amended rates:

Type	Current Minimum	Proposed Minimum	Current per 1,000 gallon rate	Proposed per 1,000 gallon rate
Res Sewer	17.46	17.88	3.12	3.19
Senior Sewer	14.83	15.19	3.12	3.19
Com Sewer	30.62	31.35	3.12	3.19
Res Water	15.55	15.92	3.11	3.18
Senior Water	13.23	13.55	3.11	3.18
Com Water	28.53	29.21	3.11	3.18

She added, the minimum residential water and sewer bill will increase by .79 cents.

There were no public comments.

Stacy moved to approve #0-11-16 – Water & Sewer Rate Increase. Brewer seconded the motion. Motion carried unanimously.

Mayor Johnson called Consider #0-13-16 – Update the City’s Official Zoning Map – 2<sup>nd</sup> Reading.

Director of Community Development Brian Wismer stated the updated City Zoning Map includes zoning changes to several parcels approved by Mayor and Council since the last update.

He explained, in March of 2015, property at Hwy 54 East and Cobblestone Blvd. was rezoned from C-3/Highway Commercial to RMF-15/Multi-Family Residential (future Cobblestone Townhouses). In May 2015, property at 140 Walker Parkway was annexed into the City of Fayetteville and rezoned from CH/Highway Commercial to C-3/Highway Commercial (Starbucks/Mattress Firm).

Also in May 2015, two properties at Veterans Parkway and Hood Road (Pinewood Forrest) were annexed into the city and rezoned from R-70/Single Family Residential to PCD /Planned Community Development. In July 2015, property at 467 Veterans Parkway was annexed into the city and rezoned from R-70/Single Family Residential to PCD/Planned Community Development (Thomas Lamb Property- zoning was reverted back to R-70 on June 2, 2016 for lack of development).

In August 2015, properties at 200 Hunters Glen and 100 Morning Dove Drive (Quail Hollow) were annexed into the city and rezoned from R-40/Single Family Residential (county) to R-40/Single Family Residential (city). In November 2015, property at 1231 Hwy 54 West was rezoned from MO/Medical Office to C-3/Highway Commercial (future Holiday Inn Express).

In December 2015, property at 936 West Lanier Avenue was rezoned from C-3/Highway Commercial to MO/Medical Office (future Heartis Senior Living). Also in December 2015, property at Hwy 85 North and Promenade Parkway was rezoned from C-3/Highway Commercial to M-1/Light Manufacturing (future Industrial Park).

He said Staff recommends approval of the updated City Zoning Map as presented.

There were no public comments.

Shirley moved to approve #0-13-16 – Update the City’s Official Zoning Map. Williams seconded the motion. Motion carried unanimously.

**New Business:**

Mayor Johnson called Consider R-20-16 – Future Land Use Map Update.

Director of Community Development Brian Wismer stated, in continuance of the recommendations by the City Attorney, Mayor and Council shall adopt the City’s Future Land Use (FLU) Map on at or near an annual basis to record any changes to the document. All changes are recorded and maintained in the City’s GIS (Geographic Information System) files.

The FLU Map is not adopted as a zoning document, but as a planning document. As such, it is used to help guide future development projects to certain areas, and reflect the general land use goals of the City. Amendments to the map can and should occur when the City’s land use goals are updated, and when rezonings occur that may conflict with the map.

He said the 2016 Future Land Use Map has been amended to include any properties that were annexed into the City of Fayetteville in 2015, and offers proposed amendments to the West Fayetteville Area properties annexed into the City in 2013 which had no imminent development plans.

At the time of the 2013 annexation of the West Fayetteville Area, all such properties without imminent development plans were assigned “Low Density Single Family” designations on the FLU Map as a placeholder. The City initially planned to adopt a zoning overlay for the West Fayetteville Area that would help determine the future land use assignments for these properties. The proposed overlay project was placed on an indefinite hold status, because the City’s existing zoning and development regulations were found sufficient to address development of these properties.

Mr. Wismer added, it was never the City’s (or the property owners’) intention to annex property into the City for the future purposes of low density residential development, which can easily occur without an annexation. Because of the impact of Piedmont Fayette Hospital and Pinewood Atlanta Studios on the surrounding area, the annexations were done to help facilitate growth in the medical services and film technology sectors, and other related growth opportunities for the City.

Staff recommends the following updates to the FLU map to reflect the original intent and purpose of the West Fayetteville Area annexations.

Adjacent properties to the hospital should be designated as Medical Mixed Use to complement the surrounding area designations and encourage growth in the medical services industry. The City’s Comprehensive Plan describes “Medical Mixed Use” as follows:

*This category refers to a campus-like setting that allows for the establishment of local and regional medical centers, allied health services and necessary support businesses. Uses deemed appropriate in this area include: offices, planned residential developments, service related commercial establishments.*

Further questions have been raised about the above land use narrative regarding the meaning and intent of the phrase “planned residential developments;” specifically if apartment housing would be construed to qualify as a use under this somewhat ambiguous description. Within the comp plan, further explanation is given regarding the overall intent of how residential uses should be encouraged in this land use category.

*Housing Choices: A goal for this area is to provide a healthy mix of housing options (mixed use developments, assisted living, and conservation [of existing] neighborhoods).*

*Provide various housing types such as assisted living, elderly, and special needs.*

*Varied residential uses to create a live/work environment.*

*Medical park design should be very pedestrian-oriented, with strong, walkable connections between different uses within the development.*

He said from these findings, the intent of the phrase “planned residential developments” is not meant to encourage apartment developments, but rather traditional neighborhood preservation and

institutional housing that would include a medical care component. The references to “live/work and mixed-use” could support individual residential units over medical office/commercial space, but that would be impractical to implement beyond a very small scale.

Adjacent properties to Pinewood Atlanta Studios should be designated Business Park to complement the existing studio development and encourage further growth in that industry. The comp plan describes Business Park as follows:

*Business parks are planned, mixed-use development generally along a major thoroughfare or expressway. This category is intended to provide employment opportunities that focus on knowledge-based industries, research and development, office space and limited light industrial uses. An appropriate level of commercial development is permitted if it serves the park and is consistent with the surrounding uses.*

Property adjacent to Crystal Lake should be designated as Neighborhood Mixed Use to encourage largely residential growth with limited commercial opportunities. The comp plan describes Neighborhood Mixed Use as follows:

*Mixed land use appropriate for a more residential, less densely populated area...This area allows for an appropriate level of commercial and office activities that have a minimal impact on the surrounding residential uses. A balance of residential uses appropriate for this area can include single-family detached, townhouses, and condominiums. Appropriate non-residential uses include neighborhood scale retail and service businesses and public institutional and professional uses.*

These updated designations will serve as a guide to planning staff, the P&Z Commission, and City Council to help guide future development in the City. Staff recommends adoption of the updated Future Land Use Map.

There were public comments by realtor Bill Buckner who asked about refining the land use plan, Emory Springs resident Kathy Bohannon who said she agreed with Mr. Wismer and thanked the City for not following through with plans for apartments adjacent to their neighborhood, and resident Al Hovey-King who asked to postpone this item so that more community input could be heard.

Shirley moved to approve R-20-16 – 2016 Future Land Use Map as presented. Oddo seconded the motion. Motion carried unanimously.

Mayor Johnson called Discussion of Highland Park Phase 3 Detention Ponds.

Public Service Director Chris Hindman stated, Staff has discovered that Highland Park Phase 3 has two detention ponds within the subdivision which was Quit Claim deeded over to the City in 2005. The first pond labeled Pond A which consists of approximately 3.336 acres and the second pond labeled Pond B which consists of approximately .873 of an acre. Through investigating the development of the property through the files located at City Hall staff could find no evidence that

the City accepted responsibility of the two ponds. Per the Final Plat dated 10-16-03 the detention ponds should have been the responsibility of the Home Owners Association. Further investigation discovered that the ponds were Quit Claim deeded over to the City on August 16<sup>th</sup>, 2005 as filed through the Superior Court of Fayette County Courts. Neither the deed nor any documentation could be found within the City's files that the City accepted the deed.

Mr. Hindman added, after discussions with the City Attorney the City has two options available to us. The first is to accept the Quit Claim Deed and accept the responsibility of cleaning the ponds. The second is to not accept the deed and work to try and have the developer clean and maintain the ponds.

Williams moved to deny Quit Claim Deed for Highland Park Phase 3 Detention Ponds. Shirley seconded the motion. Councilmember Stacy recused himself due to personal interest in Highland Park. Motion carried 4-0.

Mayor Johnson called Consider R-25-16 – Bid Award – Bill Printing and Mailing Services.

Purchasing Agent Danielle Ballard stated in the past our current software provider, Harris Computers System, printed and mailed our utility bills for us and since we will be moving away from Harris Computers Systems in September, 2016 and going live on Tyler New World we had to do a search for such vendors. On April 20, 2016 we sent out RFP #BP211-02 for Bill Printing and Mailing Services and received 3 responses from the following:

- Info Send with a rate of 0.102 per piece
- Southwest Direct with a rate of 0.123 per piece
- Municode with a rate of 0.140 or 0.115 per piece based of color

After reviewing each vendor thoroughly, Municode seems to be the better option especially with the working relationship they already have with the new software system, Tyler New World. Staff recommends that bid #BP211-02 for Bill Printing and Mailing Services be awarded to Municode.

Stacy moved to approve R-25-16 – Bid Award – Bill Printing and Mailing Services. Shirley seconded the motion. Motion carried unanimously.

Mayor Johnson called Consider R-22-16 – Professional Services Agreement with The Collaborative Firm for Planning & Zoning Services.

City Manager Ray Gibson stated, with the uptick in development requests within the City of Fayetteville over the last year the demands placed upon the Planning & Zoning Department have increased considerably. The department went through transition during the recession when development/rezoning applications and site plan submittals were rare. Now that things have picked up considerably, management feels the need to bring in a consulting firm to assist with the overall

Planning & Zoning operations and to help establish an organizational structure that best suits the City.

As a result, the City is recommending a professional services agreement with The Collaborative Firm out of East Point, Georgia. The agreement is a one-year agreement with The Collaborative Firm providing the following services:

#### **A. Current Planning Activities**

Full time professional planners provided by The Collaborative Firm will augment existing staff on site in the Fayetteville Community Development Office and will provide remote assistance as needed from our offices. Additionally, the City of Fayetteville will have access to The Collaborative Firm's entire staff offering specialized expertise in land use and transportation planning, urban design, economic development, and zoning. Our staff will be available to provide the following Current Planning services:

- Answer zoning inquiries and provide appropriate information on planning and zoning items with citizens, property owners, and other interested parties in person, via email, and/ or via phone.
- Review and evaluate zoning requests, draft staff reports and make recommendations to the Planning and Zoning Commission and/or City Council.
- Review and evaluate site plans, subdivisions, zoning compliance for building permits, business licenses, and any other administrative permit or approval.
- Assist with the drafting of text and map amendments to the zoning ordinance.
- Attend and participate in meetings and public hearings of the Planning and Zoning Commission and/or City Council relating to zoning and land use

#### **B. Comprehensive Planning**

The City of Fayetteville is required to update of the City's Comprehensive Plan by June 30, 2017. Per the Georgia Department of Community Affairs rules, Chapter 110-12-1-02 (7) and O.C.G.A. 50-8-71(b), the City of Fayetteville will request technical assistance from the Atlanta Regional Commission in preparing the Comprehensive Plan update. With sufficient notice, ARC staff is available to prepare the basic required comprehensive plan elements and provide data assistance. In our experience, utilizing ARC staff assistance, available at no cost to the city, allows a full comprehensive plan update while keeping costs low.

Mr. Gibson added, the Collaborative Firm will be responsible for managing the City of Fayetteville's Comprehensive Plan Update process which includes the seven required elements of the Comprehensive Plan that include Community Goals, Needs and Opportunities, Land Use, Transportation, Economic Development, Housing, and the Community Work Program as required by The Georgia Department of Community Affairs.

The Collaborative Firm will prepare the Land Use, Transportation, Economic Development and Housing elements of the Comprehensive Plan update. The Atlanta Regional Commission's staff will prepare the three core elements of the five-year plan update which include the Community Goals, Needs and Opportunities, and Community Work Program per the Georgia Department of Community Affairs Rules Chapter 110-12-1-.02 (7) and O.C.G.A. 50-8-7.1(b)

The Collaborative Firm will oversee the Atlanta Regional Commission's staff to coordinate the planning process, prepare data and analysis, provide community outreach services and write the final plan document.

For the Current Planning Activities services listed above, to be performed by the Consultant, the City agrees to pay the Consultant fees as noted, with a total annual contract amount not to exceed **\$148,800** unless mutually agreed upon in writing. This will provide the City with a Planning Director level staff member for a minimum of 20 hours per week and a Senior Planner for a minimum of 20 hours per week.

For the Comprehensive Planning update, the following fees apply:

- With ARC assistance on the basic elements, including provision of data, The Collaborative Firm fee will be a flat fee of **\$38,000**, billed monthly as work is completed.
- Without ARC assistance The Collaborative Firm fee will be flat fee of **\$49,000**, billed monthly as work is completed.

Staff recommends approval of Resolution R-22-16 to enter into a Professional Services Agreement with The Collaborative Firm.

Oddo moved to approve R-22-16 – Professional Services Agreement with The Collaborative Firm for Planning & Zoning Services. Brewer seconded the motion. Motion carried unanimously.

Mayor Johnson called R-23-16 – SCT Funding.

City Manager Ray Gibson stated, Staff met with Southern Conservation Trust and were presented with a punch list that needs to be completed prior to the Grand Opening of the Ridge.

He said Ms. Pam Young provided a list of eight items that need to be completed prior to opening the Ridge to the public. There is a need for electrical work including a power pole to operate the gate and the future bathrooms at the facility with an estimated cost of \$3,200. We also have a trail system that needs safety signs and directional trail maps with an estimated cost of \$200. Under the category of general cleanup; there are weeds to be pulled, curbing in the parking lots, and picnic tables to be built and installed at an estimated cost of \$1,600. There is an old house that for safety reasons needs to be removed from the site. Removal of the house is estimated at \$3,500. In preparation for the future bathroom site, SCT is working on engineered electrical, plumbing, and mechanical plans to

meet all guidelines set by the building department at a cost estimate of \$1,500. The next category is signs. This will be used to designate the future site of the bathrooms and mark the picnic areas at a cost of \$200. For the Grand Opening there will be a need for port-a-potties, food, beverages, and tents with an estimated cost of \$1,500.

He added, the largest project yet to be completed is the Whitewater Creek Project. They are working on clearing the creek with volunteers as much as possible for the Kayak walk-in launch and the Sherwood take-out. The drive rehab and gravel parking lots are the single largest ticket item in this punch list at \$26,190. The total estimated cost of this Whitewater Creek project is \$38,300.

This makes the grand total for the punch list is \$50,000. If approved, we will again be using the money generated by the Hotel/Motel tax for tourism. We have the money in this account to finish the project and open it to the public.

Shirley moved to approve R-23-16 – SCT Funding. Stacy seconded the motion. Motion carried unanimously.

Mayor Johnson called Consider R-24-16 - Amend Job Descriptions and Salary Pay Scale.

Assistant Finance Director Carleetha Talmadge stated the attached salary pay scale has one revision which is to add one new position to the list of approved positions within their respective grades. We will add a Deputy City Clerk at a pay grade 23.

She explained, in preparing the job description for the Deputy City Clerk, we used surrounding cities and counties to determine what salary range the position should be given. About 18 months ago we interviewed for someone within our current staff to act as an assistant to the City Clerk. We added these duties as “other duties assigned” to an existing job description. With the increased work load on the clerk’s position and other duties that need to be taken over by the Clerk’s office, it has become inefficient to have someone act as the Deputy City Clerk while performing other duties.

Therefore, we would like to add this position to allow the City to have someone be in the Clerk’s office five days a week. As you are aware, our current clerk has retired and come back as a part time employee working only four days a week. We will also be adding the duties of taking the minutes for the Planning and Zoning Board’s monthly meetings. This is currently being done in house by the senior planner. Since the senior planner has started presenting items at these meetings and at the City Council meetings, taking the minutes has become a burden and a time sensitive matter. This will also allow the Deputy City Clerk to spend more time training under the Clerk, which should make for a smooth transition when the City Clerk retires in the future.

Stacy moved to approve R-24-16 - Amend Job Descriptions and Salary Pay Scale. Brewer seconded the motion. Motion carried unanimously.

**City Manager and Staff Reports:**

Ray Gibson, City Manager stated the Town of Tyrone would like to tie in to the City of Peachtree City's sewer system. They will soon be meeting with PTC to discuss feasibility study.

**City Council and Committee Reports:**

Councilmember Stacy said SCT and the City still need volunteers to help clear the area for the water trail at the Ridge. July 16<sup>th</sup> will be another work day.

**Mayor's Comments:**

Mayor Johnson said it was a great honor to participate in the PTC 4<sup>th</sup> of July Parade.

**Public Comments:**

Resident Al Hovey-King asked if REA Ventures was officially tabled or was it just taken off the agenda.

Mayor Johnson stated it was actually added to the agenda as an agenda item, then tabled until December 1<sup>st</sup>.

Shirley moved to adjourn the meeting. Oddo seconded the motion. The motion carried unanimously.

Respectfully submitted,

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Anne Barksdale, City Clerk

**City of Fayetteville**  
**Mayor and City Council Called Meeting**  
**Minutes**  
**June 30, 2016**

**Call to Order**

The Mayor and City Council of Fayetteville met in a called meeting on June 30, 2016 at 5:00 p.m. in the Council Chambers at City Hall. Mayor Edward Johnson called the meeting to order, followed by Opening Prayer and led those attending in the Pledge of Allegiance to the Flag. Council members present were: Harlan Shirley, Kathaleen Brewer, Paul Oddo, and James Williams. Councilmember Scott Stacy was absent. Staff members present were City Manager Ray Gibson and City Clerk Anne Barksdale.

Oddo moved to approve the agenda as presented. Brewer seconded the motion. Motion carried unanimously.

**New Business:**

Mayor Johnson called Consider Approval for a New Agreement with City of Fayetteville Municipal Court Judge: *presented by City Manager Ray Gibson*

City Manager Ray Gibson stated, due to House Bill 691 that goes into effect July 1, 2016, we found it in the best interest to update the Municipal Court Judge's contract with the City. This agreement will commence July 1, 2016 and continue until December 31, 2017.

The monthly retainer will be \$2,100.00 and the approved court sessions scheduled will be compensated at \$350.00 per session.

Oddo moved to approve New Agreement with City of Fayetteville Municipal Court Judge. Shirley seconded the motion. Motion carried unanimously.

Shirley moved to adjourn the meeting. Williams seconded the motion. The motion carried unanimously.

Respectfully submitted,

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Anne Barksdale, City Clerk



# CITY OF FAYETTEVILLE

## INTEROFFICE MEMORANDUM

**TO:** Mayor and Council

**VIA:** City Manager

**FROM:** Mike Bush

**DATE:** June 16, 2016

**SUBJECT:** #0-12-16 - Proposed Fiscal Year 2017 Budget

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The Proposed Fiscal Year 2017 Budget package has been prepared for your review. The presentation will give you an overview of the proposed budgets. Also, the ordinance to adopt the Fiscal Year 2017 Budgets is enclosed.

If you have any questions, please do not hesitate to contact me.

**NOTICE OF PUBLIC HEARINGS  
FY 2017 BUDGET**

The Mayor and Council of the City of Fayetteville will hold a public hearing for the upcoming 2017 Fiscal Year Proposed Budget, which begins August 1, 2016 and ends July 31, 2017. Public hearings will be held on June 16, 2016 and July 21, 2016 at 6:00 p.m. The first reading of the ordinance will be held on June 16, 2016 at 6:00 p.m. with adoption of the budget ordinance on July 21, 2016 at 6:00 p.m. The meetings will be held in the Council Chambers located at 240 South Glynn Street in Fayetteville. The Mayor and Council will consider the use of occupational tax revenue at both of these meetings. A summary of proposed appropriations for the City's various funds is as follows:

<b>FUND</b>	
<b>GENERAL FUND</b>	
General Government	1,497,235.00
Judicial	659,001.00
Public Safety	7,818,952.00
Public Works	1,020,182.00
Housing and Development	827,509.00
Other Uses	541,553.00
<b>TOTAL GENERAL FUND</b>	<b>12,364,432.00</b>
<b>ENTERPRISE FUNDS:</b>	
Water and Sewer Fund	6,553,970.00
Solid Waste Fund	689,850.00
<b>TOTAL ENTERPRISE FUNDS</b>	<b>7,243,820.00</b>
<b>TOTAL SPECIAL REVENUE FUNDS</b>	<b>435,605.00</b>
<b>TOTAL CAPITAL PROJECTS FUND</b>	<b>7,942,680.00</b>
<b>TOTAL COMPONENT UNITS</b>	<b>1,270,519.00</b>
<b>TOTAL ALL FUNDS</b>	<b>29,257,056.00</b>

A copy of the proposed FY 2017 City of Fayetteville Budget is available for public review in City Hall located at 240 South Glynn Street, Fayetteville, Georgia. The public is encouraged to attend the public hearings, and/or to submit written or oral comments or questions concerning the proposed budgets. Information may be obtained by telephone at 770-461-6029, extension 4169, during normal business hours.

**FUND****GENERAL FUND**

General Government	\$	1,497,235
Judicial	\$	659,001
Public Safety	\$	7,818,952
Public Works	\$	1,020,182
Housing and Development	\$	827,509
Other Uses	\$	541,553
<b>TOTAL GENERAL FUND</b>	<b>\$</b>	<b>12,364,432</b>

**ENTERPRISE FUNDS:**

Water and Sewer Fund	\$	6,553,970
Solid Waste Fund	\$	689,850
<b>TOTAL ENTERPRISE FUNDS</b>	<b>\$</b>	<b>7,243,820</b>

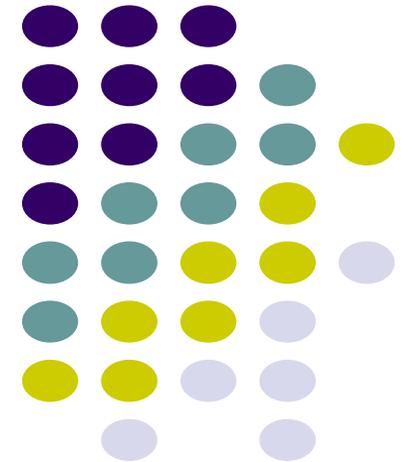
**TOTAL SPECIAL REVENUE FUNDS \$ 435,605**

**TOTAL CAPITAL PROJECTS FUNDS \$ 7,942,680**

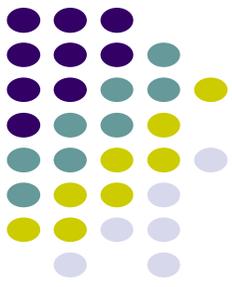
**TOTAL COMPONENT UNITS \$ 1,270,519**

**TOTAL ALL FUNDS \$ 29,257,056**

# FY 2017 PROJECTED BUDGET



# FY 2017 Budget Summary of all Funds

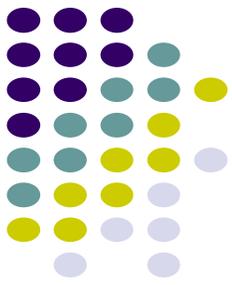


Fund	2017	2016	Variance
General Fund	12,102,932	13,718,493	(1,615,561)
Water & Sewer Fund	6,553,970	6,423,259	130,711
Solid Waste Fund	689,850	640,685	49,165
Veterans Memorial Park Fund	1,805	3,180	(1,375)
Hotel Motel Tax Fund	235,930	230,400	5,530
Vehicle Excise Tax Fund	125,888	124,000	1,888
Capital Projects Funds	3,472,680	2,738,810	733,870
Impact Fee Funds	470,000	314,802	155,198
SPLOST FUNDS	4,000,000	4,000,000	-
Downtown Development Authority	547,230	564,708	(17,478)
Main Street Tourism Fund	652,432	599,712	52,720
Confiscated Assets Fund	45,500	45,500	-
Cemetery Trust Fund	13,000	13,000	-
<b>Total of all Funds</b>	<b>28,911,217</b>	<b>29,416,549</b>	<b>(505,332)</b>

Notes:

1. In 2015 we used \$2,000,000 of fund balance on one time purchases. We are asking to use \$167,000 this year for the same reason, one time purchases.
2. A combination of growth and the debt structure will help increase the Water and Sewer Budget
3. In Capital Projects fund this year we have included the building of Fire Station 93.
4. We have seen significant growth over the last year and we expect the growth to continue
5. We received an increase from our solid waste provider of 3%.

# Changes to 2017 Budgets

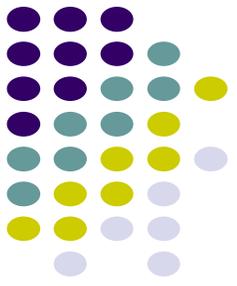


Fund	2017 Proposed		2017 Original	2016 Adopted	Variance
General Fund	12,371,932	269,000	12,102,932	13,718,493	(1,615,561)
Water & Sewer Fund	6,553,970	** -	6,553,970	6,423,259	130,711
Solid Waste Fund	689,850	-	689,850	640,685	49,165
Veterans Memorial Park Fund	1,805	-	1,805	3,180	(1,375)
Hotel Motel Tax Fund	235,330	(600)	235,930	230,400	5,530
Vehicle Excise Tax Fund	140,000	14,112	125,888	124,000	1,888
Capital Projects Funds	3,547,680	75,000	3,472,680	2,738,810	733,870
Impact Fee Funds	470,000	-	470,000	314,802	155,198
SPLOST FUNDS	4,000,000	-	4,000,000	4,000,000	-
Downtown Development Authority	618,087	70,857	547,230	564,708	(17,478)
Main Street Tourism Fund	611,257	(41,175)	652,432	599,712	52,720
Confiscated Assets Fund	45,500	-	45,500	45,500	-
Cemetery Trust Fund	13,000	-	13,000	13,000	-
Total of all Funds	29,298,411	387,194	28,911,217	29,416,549	(505,332) (118,138)

Notes:

1. Genreal Fund added \$120,000 for website design and rebranding of the City. We also added \$141,500 for the addition of one administrative staff and reorganization of police department.
2. We added \$50,000 for an assessment of wastewater plant and 1.5% COLA for employees.
3. Additional needs for Capital outlay in Public Works and Public Safety.
4. We are adding 70,000 for 101 South Glynn Street to finish the inside of the building and we will be renting it out
5. We are balancing the budget for the Hotel/Motel activities in this fund. They were not in balance in original budget.

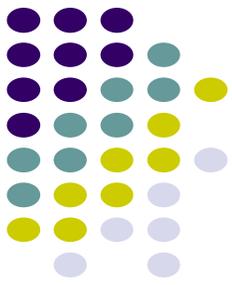
# General Fund



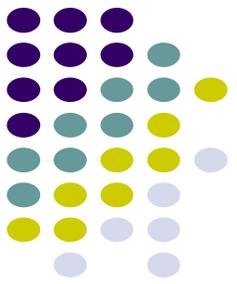
GENERAL FUND	FY 2016 Adopted	FY 2017 Original	2017 Changes in 2017	FY 2017 Proposed
<b>REVENUES</b>				
TAXES	\$9,319,287	\$ 10,009,673	\$ -	\$ 10,009,673
* Millage	\$175,000			\$ -
LICENSES & PERMITS	\$408,507	\$ 425,850	\$ -	\$ 425,850
INTERGOVERNMENTAL	\$579,000	\$ 193,130	\$ -	\$ 193,130
CHARGES FOR SERVICES	\$156,550	\$ 164,806	\$ -	\$ 164,806
FINES & FORFEITURES	\$1,000,000	\$ 1,050,000	\$ -	\$ 1,050,000
INVESTMENT INCOME	\$7,500	\$ 10,000	\$ -	\$ 10,000
CONTRIBUTIONS & DONATIONS	\$7,400	\$ 8,505	\$ -	\$ 8,505
MISCELLANEOUS	\$45,806	\$ 53,968	\$ -	\$ 53,968
OTHER FINANCING SOURCES	\$2,019,443	\$ 187,000	\$ 269,000	\$ 456,000
<b>TOTAL REVENUES</b>	<b>\$13,718,493</b>	<b>\$ 12,102,932</b>	<b>\$ 269,000</b>	<b>\$ 12,371,932</b>
<b>EXPENSES</b>				
GENERAL GOVERNMENT	\$1,404,529	\$ 1,497,235	\$ -	\$ 1,497,235
JUDICIAL	\$639,082	\$ 659,001	\$ -	\$ 659,001
PUBLIC SAFETY	\$7,523,883	\$ 7,818,862	\$ 141,500	\$ 7,960,362
* Police Department	\$175,000	\$ -	\$ -	\$ -
PUBLIC WORKS	\$1,019,615	\$ 1,020,182	\$ -	\$ 1,020,182
HOUSING AND DEVELOPMENT	\$616,472	\$ 657,809	\$ 127,500	\$ 785,309
DEBT SERVICE	\$ -	\$ -	\$ -	\$ -
OTHER FINANCING USES	\$ 2,339,912	\$ 449,843	\$ -	\$ 449,843
<b>TOTAL EXPENSES</b>	<b>\$13,718,493</b>	<b>\$ 12,102,932</b>	<b>\$ 269,000</b>	<b>\$ 12,371,932</b>
<b>NET</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (0)</b>	<b>\$ (0)</b>

# Water & Sewer Fund

WATER AND SEWER FUND	FY 2016 Adopted	FY 2017 Original	Changes to 2017	2017 Proposed
REVENUES				
WATER				
CHARGES FOR SERVICES	2,601,797	2,657,352	-	2,657,352
INVESTMENT INCOME	(29,220)	(30,500)	-	(30,500)
OTHER FINANCING SOURCES	2,049	3,036	-	3,036
TOTAL WATER	2,574,626	2,629,888	-	2,629,888
WASTEWATER				
CHARGES FOR SERVICES	3,495,805	3,571,546	-	3,571,546
INVESTMENT INCOME	(29,220)	(30,500)	-	(30,500)
OTHER FINANCING SOURCES	2,048	3,036	-	3,036
TOTAL WASTEWATER	3,468,633	3,544,082	-	3,544,082
OTHER ENTERPRISE FEES				
SOLID WASTE ADMIN FEES	-	-	-	-
OTHER FINANCING CAPITAL	380,000	380,000	-	380,000
TOTAL REVENUES	6,423,259	6,553,970	-	6,553,970
EXPENSES				
GENERAL GOV'T	386,513	599,766	24,281	624,047
WATER	2,312,830	2,376,857	7,450	2,384,307
WASTEWATER	3,522,470	3,226,410	56,200	3,282,610
HOUSING AND DEVELOPMENT	-	-	-	-
OTHER	-	-	-	-
TOTAL EXPENSES	6,221,813	6,203,033	87,931	6,290,964
NET REVENUE (EXPENSES)	201,446	350,937	(87,931)	263,006
ESTIMATED DEBT COVERAGE	165,000	165,000	-	165,000
CASH FLOW INCLUDING STORMWATER	36,446	185,937	(87,931)	98,006
DEPRECIATION	1,545,905	1,560,105	-	1,560,105
TOTAL DEPRECIATION				
NET	(1,509,459)	(1,374,168)	(87,931)	(1,462,099)



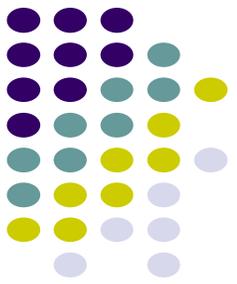
# Capital Improvement Program – W&S Department Fiscal Years 2017-2018



2017	Lift Station Generators	\$ 100,000	O&M	43340
	Pickup Truck Replacement	\$ 27,000	O&M	44400
	Backhoe Replacement	\$ 50,000	O&M	44400
		\$ 50,000	O&M	43310
	Lawn Mower Replacement	\$ 25,000	O&M	43350
		\$ 25,000	O&M	44300
	Total 2017	\$ 277,000		
2018	Trailer Mounted Sewer Camera	\$ 50,000	O&M	43340
	Replacement	\$ 50,000	O&M	43310
	Mapping	\$ 50,000	O&M	15360
	Pickup Truck Replacement	\$ 27,000	O&M	44400
	Service Truck Replacement	\$ 25,000	O&M	44400
		\$ 25,000	O&M	43310
	Total 2018	\$ 227,000		

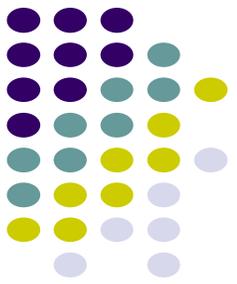
# Capital Improvement Program – W&S Department

## – Stormwater CIP



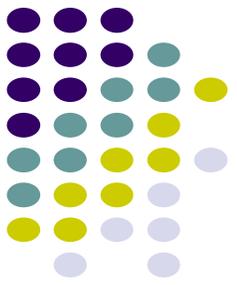
Project	Estimated Cost	Priority	Type of Work
Pye Court Rehabilitation	130,000	1	Replace Pipe
Buckeye Lane Culvert Rehabilitation	105,000	2	Replace Pipe
Hillsdale Drive Culvert 1 Replacement	200,000	3	Replace Pipe
Hillsdale Drive Culvert 2 Replacement	97,500	4	Replace Pipe
Mimosa Drive Culvert Replacement	100,000	5	Replace Pipe
Pinevale Court Culvert Replacement	200,000	6	Replace Pipe
Jefferson Avenue Culvert Replacement	500,000	7	Replace Pipe
Fayette County High Flooding Mitigation Project	375,000	8	Replace Pipe
Fenwyck Commons Culvert Rehabilitation	250,000	9	Lining
Chase Drive Northern Culvert Rehabilitation	95,000	10	Lining
Chase Drive Southern Culvert Rehabilitation	220,000	11	Lining
Carriage Lane Culvert Rehabilitation	410,000	12	Lining
Woodgate Drive Culvert Rehabilitation	350,000	13	Lining
Lakemont Drive Culvert Rehabilitation	120,000	14	Lining
	3,152,500		

# SOLID WASTE FUND

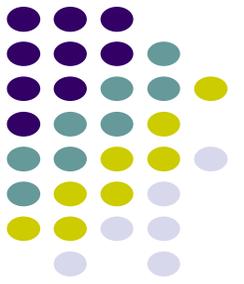


	FY 2016		FY 2017
REVENUES	Adopted		Proposed
TOTAL REVENUES	\$640,685		\$689,850
EXPENSES			
TOTAL PURCHASED SERVICES	\$640,685		\$689,850
TOTAL EXPENSES	\$640,685		\$689,850
NET	\$ -		\$ -

# Capital Projects Fund

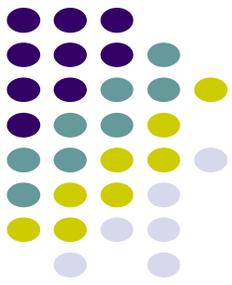


CAPITAL PROJECTS FUND WITH CIP	FY 2016 Adopted	FY 2017 Original	Changes to 2017	2017 Proposed
REVENUES				
TAXES	\$ 868,918	\$ 700,532	\$ -	\$ 700,532
INTERGOVERNMENTAL	\$ 150,000	\$ 150,000	\$ -	\$ 150,000
INVESTMENT INCOME	\$ -	\$ -	\$ -	
CHARGES FOR SERVICES	\$ -	\$ -	\$ -	
CONTRIBUTIONS & DONATIONS	\$ -	\$ -	\$ -	
OTHER FINANCING SOURCES	\$ 1,719,892	\$ 2,622,148	\$ 75,000	\$ 2,697,148
TOTAL REVENUES	\$ 2,738,810	\$ 3,472,680	\$ 75,000	\$ 3,547,680
EXPENSES				
GENERAL GOVERNMENT	\$ 250,000	\$ 75,000	\$ -	\$ 75,000
JUDICIAL	\$ -	\$ -	\$ -	
PUBLIC SAFETY	\$ 1,294,606	\$ 2,280,500	\$ 23,200	\$ 2,303,700
PUBLIC WORKS	\$ 450,000	\$ 198,200	\$ 51,800	\$ 250,000
CULTURE AND RECREATION	\$ -	\$ -	\$ -	
HOUSING AND DEVELOPMENT	\$ 20,000	\$ 20,000	\$ -	\$ 20,000
DDA	\$ -	\$ -	\$ -	
MSTF	\$ -	\$ -	\$ -	
TOTAL PROJECTS	\$ 2,014,606	\$ 2,573,700	\$ 75,000	2,648,700
OTHER FINANCING SOURCES	\$ 233,709	\$ 222,348	\$ -	\$ 222,348
DEBT SERVICE	\$ 490,495	\$ 676,632	\$ -	\$ 676,632
TOTAL EXPENSES	\$ 2,738,810	\$ 3,472,680	\$ 75,000	\$ 3,547,680
NET:	\$ -	\$ -	\$ -	\$ -



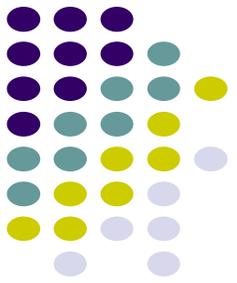
# Capital Improvement Program

## Fiscal Year 2017



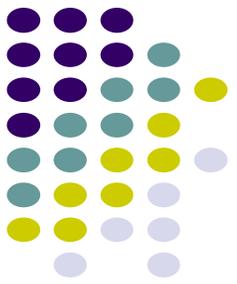
YEAR	PROJECT DESCRIPTION	ESTIMATE	FUNDING TYPE	DEPARTMENT	NUMBER
2017	4 Vehicles (Replacement)	\$ 100,000	CPF	Police Operations	32230
	In-car Systems/ Tech/Equip	\$ 65,300	CPF	Police Operations	32230
	4 Vehicles (New)	\$ 100,000	CPF	Police Operations	32230
	In-car Systems/ Tech/Equip	\$ 65,300	CPF	Police Operations	32230
	2 Vehicle (Replacement)	\$ 50,000	CPF	Police Investigations	32210
	In-car Systems/ Tech/Equip	\$ 16,900	CPF	Police Investigations	32210
	In house Technology	\$ 10,000	CPF	Police Operations	32230
	In house Technology	\$ 8,200	CPF	Support Services	32950
	1 replacement Truck	\$ 20,000	CPF	Bldg Dept	72000
	Backhoe Replacement	\$ 40,000	CPF	Public Works	42000
	1 Replacement Expedition	\$ 30,000	CPF	Public Works	42000
	3 Replacement Lawn Mowers	\$ 30,000	CPF	Public Works	42000
	Station 93 Construction	\$ 1,864,800	IFF/CPF	Fire	35300
	IT - new desktop computer	\$ 75,000	CPF	IT	15350
	Paving	\$ 98,200	CPF	Public Works	42000
	Total 2017	\$ 2,573,700			

# IMPACT FEE FUND



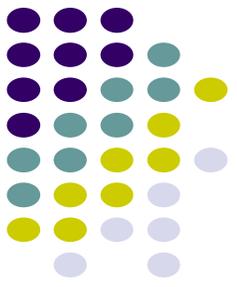
IMPACT FEE FUND	FY 2016	FY 2017
	Adopted	Proposed
REVENUES		
CONSULTANT	\$ -	\$ -
ADMINISTRATION	\$ 7,977	\$ 15,000
FIRE	\$ 68,545	\$ 130,000
TRANSPORATION	\$ 48,715	\$ 75,000
PARKS AND RECREATION	\$ 69,920	\$ 125,000
POLICE	\$ 67,949	\$ 125,000
INVESTMENT INCOME	\$ -	\$ -
OTHER FINANCING SOURCES	\$ 51,696	\$ -
TOTAL REVENUES	\$ 314,803	\$ 470,000
EXPENSES		
CONSULTANT	\$ -	\$ -
ADMINISTRATION	\$ 7,977	\$ 15,000
FIRE	\$ 120,241	\$ 130,000
TRANSPORTATION	\$ 48,715	\$ 75,000
PARKS AND RECREATION	\$ 69,920	\$ 125,000
POLICE	\$ 67,949	\$ 125,000
NON-DIVISIONAL	\$ -	\$ -
TOTAL EXPENSES	\$ 314,803	\$ 470,000
NET	\$ -	\$ -

# SPLOST Fund



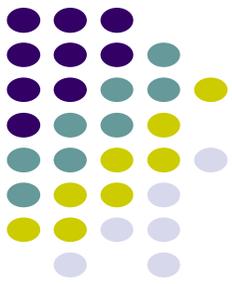
SPLOST	FY 2016 Adopted	FY 2017 Proposed
REVENUES		
TAXES		
INTEREST INCOME		
OTHER FINANCING SOURCES		
IFF		
LMIG	\$ -	\$ -
OTHER GRANTS		
DOT	\$ -	\$ -
CEMETERY TRUST	\$ -	\$ -
TRANSFER IN FROM OTHER FUNDS	\$ 1,000,000	\$ 1,000,000
LOCAL GOV UNIT PAYMT-FAYETTE COUNTY	\$ 3,000,000	\$ 3,000,000
TOTAL REVENUES	\$ 4,000,000	\$ 4,000,000
EXPENSES		
CAPITAL OUTLAY	\$ 4,000,000	\$ 4,000,000
TOTAL EXPENSES	\$ 4,000,000	\$ 4,000,000
NET	\$ -	\$ -

# Special Revenue Funds And Component Units Overview



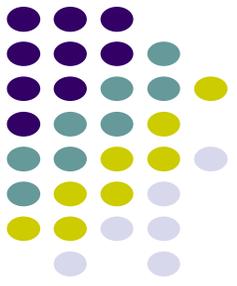
- Confiscated Asset Fund – Funds are committed to this program
- Hotel Motel Tax and Vehicle Rental Excise Tax receipts are maintaining – funds are dedicated (DDA/MSTA)
  - Hotel Motel Tax increase from 5% to 8%
- Cemetery Trust Fund-Funds are committed to the City Cemetery improvements
- Veterans Memorial Park Fund – Funds are committed to the Veterans Memorial Project located in Patriot Park.
- Downtown Development Authority (DDA)
  - Included functions to accommodate the Vehicle Excise Tax
    - Includes 101 and 115 South Glynn Street
- Main Street Tourism Association (MSTA)
  - Included functions to accommodate the Hotel Tax increase
    - Promotion - 1.5%
    - Tourism Product Development – 1.5%

# DDA



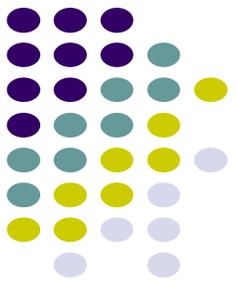
DDA FUND		FY 2015	FY 2016	Changes	FY 2017
		Budget	Proposed	To 2017	Proposed
<b>REVENUES</b>					
75500	NON-DIVISIONAL	\$26,252	\$21,061	\$ -	\$ 21,061
75501	2001/2011 BOND FUNDS	\$254,840	\$246,810	\$ -	\$ 246,810
75502	1998/2008 LOAN FUNDS	\$48,789	\$48,788	\$ -	\$ 48,788
75520	HOLLIDAY HOUSE	\$133,680	\$149,049	\$ -	\$ 149,049
75530	115 GLYNN STREET SOUTH	\$51,147	\$59,000	\$ -	\$ 59,000
75540	101 GLYNN STREET SOUTH	\$50,000	\$24,000	\$ 69,379	\$ 93,379
<b>TOTAL REVENUES</b>		<b>\$564,708</b>	<b>\$564,708</b>	<b>\$ 69,379</b>	<b>\$ 618,087</b>
<b>EXPENSES</b>					
75500	NON-DIVISIONAL	\$26,252	\$21,061	\$ -	\$ 21,061
75501	2001/2011 BOND FUNDS	\$254,840	\$246,810	\$ -	\$ 246,810
75502	1998/2008 LOAN FUNDS	\$48,789	\$48,789	\$ -	\$ 48,789
75520	HOLLIDAY HOUSE	\$133,680	\$149,049	\$ -	\$ 149,049
75530	115 GLYNN STREET SOUTH	\$51,147	\$59,000	\$ -	\$ 59,000
75540	101 GLYNN STREET SOUTH	\$50,000	\$24,000	\$ 69,379	\$ 93,379
<b>TOTAL EXPENSES</b>		<b>\$564,708</b>	<b>\$564,708</b>	<b>\$ 69,379</b>	<b>\$ 618,087</b>
<b>NET</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

# MSTF



MAIN STREET TOURISM FUND	FY 2015 Adopted	FY 2016 Proposed	Changes to 2017	FY 2017 Proposed
<b>REVENUES</b>				
MAIN STREET TOURISM (AMPHITHEATER)	\$328,961	\$338,465	\$ 2,007	\$ 340,472
MAIN STREET	\$184,351	\$180,895	\$ -	\$ 180,895
PROMOTION-HMTF 1.5%	\$43,200	\$44,064	\$ 881	\$ 44,945
TOURISM PRODUCT DEV-HMTF 1.5%	\$43,200	\$44,945	\$ -	\$ 44,945
<b>TOTAL REVENUES</b>	<b>\$599,712</b>	<b>\$608,369</b>	<b>\$ 2,888</b>	<b>\$ 611,257</b>
<b>EXPENSES</b>				
MAIN STREET TOURISM (AMPHITHEATER)	\$328,961	\$338,465	\$ 2,007	\$ 340,472
MAIN STREET	\$184,351	\$180,895	\$ -	\$ 180,895
PROMOTION-HMTF 1.5%	\$43,200	\$44,064	\$ 881	\$ 44,945
TOURISM PRODUCT DEV-HMTF 1.5%	\$43,200	\$44,945	\$ -	\$ 44,945
<b>TOTAL EXPENSES</b>	<b>\$599,712</b>	<b>\$608,369</b>	<b>\$ 2,888</b>	<b>\$ 611,257</b>
<b>NET</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

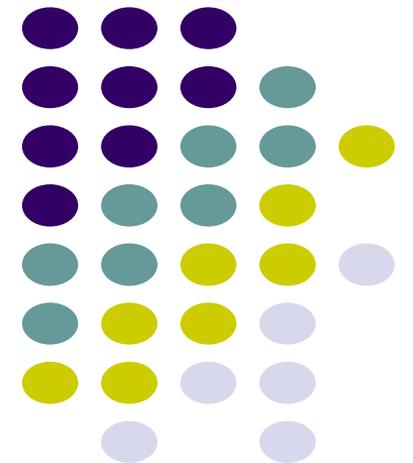
# SPECIAL REVENUE FUNDS PROPOSED BUDGET FISCAL YEAR 2017



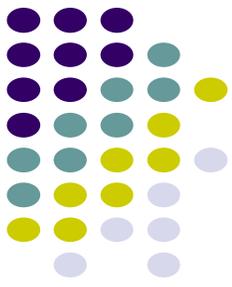
PROPOSED BUDGET FISCAL YEAR 2016	CONFISCATED ASSET FUND	HOTEL MOTEL TAX FUND	VEHICLE EXCISE TAX FUND	VETERANS MEMORIAL PARK FUND	CEMETERY TRUST FUND
<b>REVENUES</b>					
Fines and Forfeitures	\$ 45,000				
Taxes		\$ 233,440	\$ 140,000		
Interest Earnings	\$ -				
Other Financing Sources				\$ 1,805	\$ 13,130
<b>TOTAL REVENUES</b>	<b>\$ 45,000</b>	<b>\$ 233,440</b>	<b>\$ 140,000</b>	<b>\$ 1,805</b>	<b>\$ 13,130</b>
<b>EXPENSES</b>					
Purchased Services					
Supplies	\$ 11,452				
Capital Outlay	\$ 33,548				
Transfer Out		\$ 233,440	\$ 140,000	\$ 1,805	\$ 13,130
<b>TOTAL EXPENSES</b>	<b>\$ 45,000</b>	<b>\$ 233,440</b>	<b>\$ 140,000</b>	<b>\$ 1,805</b>	<b>\$ 13,130</b>
<b>NET</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

# QUESTIONS?

FY 2017



# City of Fayetteville Budget Transfer 2



				Current	Budget	Projected	
				Budget	Amendment	Budget	
100	11100	52.1200	Profesional	2,158	7,500	9,600	Newsletter & Retreat Facilitator
100	11100	52.3100	Insurance Other than Emp Ben	15,360	6,640	22,000	Insurance Co. Change
100	11100	52.3700	Education and Training	7,745	2,505	10,250	New Council Member training
100	11100	53.1600	Other Supplies	-	2,400	2,400	3 new I pads
100	13200	52.3600	Dues & Fees	1,011	489	1,500	ICMA and Planning Association
100	14000	52.3300	Advertising	1,000	(940)	60	Elections giving back
100	14000	52.3850	Contract Labor	14,000	(2,735)	11,265	Elections giving back
100	15350	52.2200	Repairs and Maintenance	23,909	5,091	29,000	Kelvin
100	15650	52.1200	Resolution #	-	7,500	7,500	Chamber increase for Branding
100	15650	52.3600	Dues and Fees	-	1,000	1,000	Dues & Fees Chamber
100	26500	51.1100	Regular Employee	162,496	14,504	177,000	Judge salary in payroll 14,000 short
100	26500	52.3850	Contract Labor	-	11,000	11,000	Additional help getting courts back on line
100	32600	52.2200	Repairs and Maintenance	30,157	8,843	39,000	A/C units
100	32950	52.1300	Technical	45,590	17,850	63,440	GA assoc of chiefs 18.000
100	35701	53.1100	General Supplies	3,263	12,987	16,250	redo of living qtrs
100	72000	52.3850	Contract Labor	13,000	(13,000)	-	giving back money not used
100	74000	52.3850	Contract Labor	15,000	2,720	17,720	Part time help
100	74900	52.1200	Professional	140,000	10,100	150,100	Econ Plan
100	74900	52.3300	Advertising	330	1,670	2,000	Advertising for EcoDev Plan
100	90000	51.1100	Contingency	136,300	(96,124)	40,176	Contingency
					-		

**Proposed Ordinance No. 0-12-16**  
**Subject Matter: 2017 Fiscal Year Budget**  
**Date First Presented at Council Public Meeting: 6-16-2016**  
**Date of Second Reading and Adoption: 07-21-2016**  
**Date of Public Notice Published in *Fayette News*: 7-20-2016**

**CITY OF FAYETTEVILLE**  
**COUNTY OF FAYETTE**  
**STATE OF GEORGIA**

**ORDINANCE NUMBER #0-12-16**

**CITY OF FAYETTEVILLE, GEORGIA**

**PREAMBLE/FINDINGS OF FACTS**

An Ordinance to provide for Adoption of a Budget Containing Estimates of Revenue and Expenditure for The City of Fayetteville, Georgia for The Fiscal Year Beginning August 1, 2016 And Ending July 31, 2017.

Be It Ordained by The Mayor and Council of the City of Fayetteville, Georgia:

Section 1. That for The Revenues and Expenditures of the Government and Its Activities for The Fiscal Year, Beginning August 1, 2016 And Ending July 31, 2017 The Amounts in the Following Sections Are Hereby Adopted.

Section 2. That Said Court Cost fees shall be increased by \$10 to cover the cost of operations (Sec. 7.06) and is included in the budget below as presented. Fees will go from \$10 to \$20.

Section 3. That for The Said Fiscal Year the General Fund, The Water and Sewer Fund, The Solid Waste and Recycling Fund, The Capital Projects Fund, The Impact Fee Fund The SPLOST Fund, The Cemetery Trust Fund, The Confiscated Assets Fund, The Hotel/Motel Tax Fund, The Vehicle Rental Excise Tax Fund, The Downtown Development Authority, and The Main Street Tourism Fund, and Veterans Memorial Fund Is Hereby Adopted as Follows:

<b>FUND</b>		
<b>GENERAL FUND</b>		
	General Government	\$ 1,497,235
	Judicial	\$ 659,001
	Public Safety	\$ 7,818,952
	Public Works	\$ 1,020,182
	Housing and Development	\$ 827,509
	Other Uses	\$ 541,553
	<b>TOTAL GENERAL FUND</b>	<b>\$ 12,364,432</b>
<b>ENTERPRISE FUNDS:</b>		
	Water and Sewer Fund	\$ 6,553,970
	Solid Waste Fund	\$ 689,850
	<b>TOTAL ENTERPRISE FUNDS</b>	<b>\$ 7,243,820</b>
	<b>TOTAL SPECIAL REVENUE FUNDS</b>	<b>\$ 435,605</b>
	<b>TOTAL CAPITAL PROJECTS FUND</b>	<b>\$ 7,942,680</b>
	<b>TOTAL COMPONENT UNITS</b>	<b>\$ 1,270,519</b>
	<b>TOTAL ALL FUNDS</b>	<b>\$ 29,257,056</b>

Section 4. This Ordinance Shall Become Effective Upon Its Passage and Adoption.

All Ordinances, Or Parts of Ordinances, Inconsistent with This Ordinance Are Hereby Repealed.

**APPROVED BY THE MAYOR AND COUNCIL OF THE CITY OF FAYETTEVILLE**, at a regular meeting of the Mayor and Council on the 21<sup>st</sup> day of July, 2016, by the following voting for adoption:

ATTEST:

\_\_\_\_\_  
Edward J. Johnson, Jr., Mayor

\_\_\_\_\_  
Anne Barksdale, City Clerk

\_\_\_\_\_  
Scott Stacy, Mayor Pro-Tem

\_\_\_\_\_  
Kathaleen Brewer, Councilmember

\_\_\_\_\_  
Paul C. Oddo, Jr., Councilmember

\_\_\_\_\_  
Harlan Shirley, Councilmember

\_\_\_\_\_  
James B. Williams, Councilmember



# CITY OF FAYETTEVILLE

## INTEROFFICE MEMORANDUM

**TO:** Mayor and Council

**VIA:** Ray Gibson, City Manager

**FROM:** Mike Bush, Director of Finance and Administrative Services

**DATE:** July 21, 2016

**SUBJECT:** R-26-16 – Adoption of the 2016/2017 Pay Scale

---

As we adopt the 2016-2017 budget, we have proposed a 1.5% Cost of living adjustment. If approved, we will need to adjust the pay scale to include the COLA.

There are no changes to job descriptions this is only increasing the minimum and maximum salaries per pay grade by 1.5%.

If you have any questions or need any additional information, please do not hesitate to contact me.

**(PROPOSED) City of Fayetteville - Pay Scale  
Fiscal Year 2016-2017**

<b>GRADE</b>	<b>CURRENT CLASSIFICATION</b>	<b>BEGIN</b>	<b>MAX</b>
10		\$ 21,886	\$ 36,214
11	Cashier/Receptionist	\$ 22,980	\$ 38,025
12	Maintenance Worker I Meter Reader	\$ 24,129	\$ 39,926
13		\$ 25,335	\$ 41,922
14	Maintenance Worker II Plant Maintenance Worker	\$ 26,603	\$ 44,018
15	Administrative Clerk Customer Service Representative Deputy Clerk of Court Heavy Equipment Operator	\$ 27,932	\$ 46,220
16	Maintenance Worker III Terminal Agency Coordinator (TAC)/Records Clerk Water/ Waste Water Plant Operator Trainee	\$ 29,329	\$ 48,530
17	Accounting Clerk Administrative Assistant	\$ 30,795	\$ 50,956
18	Clerk of Court Maintenance Crew Leader Mechanic Water/ Waste Water Plant Operator Class III Water and Sewer Billing Coordinator	\$ 32,335	\$ 53,505
19	Building Inspector Trainee Fire Fighter I (non-certified) Police Officer I (non-certified) Purchasing Agent Accountant I	\$ 33,952	\$ 56,181
20	Building Inspector Code Enforcement Officer/Building Inspector Community Compliance Officer/Police Officer Engineering Technician Fire Fighter II (certified) GIS Technician Planner Police Officer II (certified) Police Bailiff Officer Water/ Waste Water Plant Operator Class II Senior Maintenance Crew Leader	\$ 35,649	\$ 58,989
21	Fire Fighter III/EMT Police Officer III School Resource Officer	\$ 37,432	\$ 61,939
22	Fire Fighter IV/Paramedic GIS Technician/Planner GIS Technician/Computer Tech Main Street Coordinator Master Police Officer Senior Building Inspector Senior Code Enforcement Officer Water/ Waste Water Plant Operator Class I	\$ 39,304	\$ 65,036

**(PROPOSED) City of Fayetteville - Pay Scale  
Fiscal Year 2016-2017**

<b>GRADE</b>	<b>CURRENT CLASSIFICATION</b>	<b>BEGIN</b>	<b>MAX</b>
	Accreditation Manager		
<b>23</b>	Chief Building Inspector Senior Planner Deputy City Clerk	<b>\$ 41,269</b>	<b>\$ 68,288</b>
<b>24</b>	Accounting Supervisor Fire Lieutenant Main Street Program Manager Police Lieutenant Police Training Lieutenant Police Bailiff & Warrant Lieutenant Water and Sewer Field Operations Supervisor	<b>\$ 43,332</b>	<b>\$ 71,702</b>
<b>25</b>	City Planner	<b>\$ 45,499</b>	<b>\$ 75,287</b>
<b>26</b>	Systems Specialist Court Clerk Administrator	<b>\$ 47,773</b>	<b>\$ 79,051</b>
<b>27</b>	Fire Department Technical Operations Officer Fire Captain Fire Captain Training Officer Fire Marshal Police Captain	<b>\$ 50,162</b>	<b>\$ 83,003</b>
<b>28</b>	City Clerk Human Resources Manager Finance and Admin. Services Accounting Manager Public Works Operations Manager Systems Administrator Water and Sewer Operations Manager	<b>\$ 52,670</b>	<b>\$ 87,153</b>
<b>29</b>		<b>\$ 55,304</b>	<b>\$ 91,510</b>
<b>30</b>	Assistant Director of Finance and Admin Services Building Official	<b>\$ 58,069</b>	<b>\$ 96,087</b>
<b>31</b>	Deputy Fire Chief Police Major	<b>\$ 60,973</b>	<b>\$ 100,891</b>
<b>32</b>		<b>\$ 64,021</b>	<b>\$ 105,936</b>
<b>33</b>	City Engineer Director of Finance and Administrative Services Director of Community Development Director of Public Services Police Chief	<b>\$ 67,221</b>	<b>\$ 111,233</b>
<b>34</b>		<b>\$ 70,582</b>	<b>\$ 116,794</b>
<b>35</b>	Fire Chief/Assistant City Manager	<b>\$ 74,112</b>	<b>\$ 122,634</b>

**RESOLUTION**

**R-26-16**

BE IT RESOLVED, that the Mayor and Council of the City of Fayetteville, Georgia do hereby adopt the attached City of Fayetteville FY 2016/2017 Pay Scale which includes a COLA adjustment of 1.5%.

SO RESOLVED this 21<sup>st</sup> Day of July, 2016.

\_\_\_\_\_  
Edward J. Johnson, Jr. Mayor

\_\_\_\_\_  
Scott Stacy, Mayor Pro Tem

\_\_\_\_\_  
Kathaleen Brewer, Councilmember

\_\_\_\_\_  
Paul C. Oddo Jr., Councilmember

\_\_\_\_\_  
Harlan Shirley, Councilmember

\_\_\_\_\_  
James B. Williams, Councilmember

ATTEST:

\_\_\_\_\_  
Anne Barksdale, City Clerk



# CITY OF FAYETTEVILLE

## INTEROFFICE MEMORANDUM

**TO:** Mayor and Council

**FROM:** Ray Gibson, City Manager

**DATE:** July 15, 2016

**SUBJECT:** R-27-16 – Professional Services Agreement with Goodwyn, Mills, and Cawood, Incorporated

---

Staff is recommending the approval of a professional services agreement with Goodwyn, Mills, and Cawood, incorporated, in the amount of **\$50,000.00**, to undertake the design development process for improvements at the City of Fayetteville's Waste Water Treatment Plant (WWTP).

This initial agreement will begin with the review of the wastewater treatment plant with the City staff providing information such as asbuilts, influent and effluent data, historical memorandums, permits and water quality data. In addition, the consultant will complete a design development analysis which shall serve as the basis of the design, including cost estimates.

**STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES  
FUNDING AGENCY EDITION**

*Prepared by*

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
*a practice division of the*  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

---

AMERICAN CONSULTING ENGINEERS COUNCIL

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AMERICAN SOCIETY OF CIVIL ENGINEERS

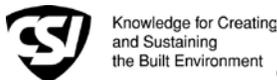
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This document has been approved and endorsed by

The Associated General Contractors of America



and the



Construction Specification Institute

This document has been accepted by the  
United States Department of Agriculture  
Rural Utilities Services, Water and Waste Programs

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract, Funding Agency Edition (No. C-710, 2002 Edition) of the Engineers Joint Contract Documents Committee. Their provisions are interrelated, and a change in one may necessitate a change in the other.

Copyright © 2002 National Society of Professional Engineers  
1420 King Street, Alexandria, VA 22314-2794  
(703) 684-2882

American Consulting Engineers Council  
1015 15th Street N.W., Washington, DC 20005  
(202) 347-7474

American Society of Civil Engineers  
1801 Alexander Bell Drive, Reston, VA 20191-4400  
(800) 548-2723

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**STANDARD FORM OF AGREEMENT  
BETWEEN  
OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of \_\_\_\_\_, 2016 (“Effective Date”) between City of Fayetteville, Georgia (“Owner) and Goodwyn, Mills and Cawood, Inc. (“Engineer”).

The Owner’s project, of which Engineer’s services under this agreement area a part, is generally identified as follows: Fayetteville WWTP Improvements, (“Project, ’).

Engineer’s services under this Agreement are generally identified as follows: The design development, design, bidding and construction administration and observation of improvements to the Fayetteville WWTP. The service shall begin with the review of the wastewater treatment plant with the Owner providing information such as asbuilts, influent and effluent data, historical memorandums, permits and water quality data. The engineer shall complete a design development analysis which shall serve as the basis of design. The Engineer shall then complete preliminary cost estimates, review options with the owner and serve as a liaison for the owner to the Georgia EPD as requested. The Engineer shall then provide design documents for the selected option and construction engineering services.\_

Financial assistance for this Project is not expected to be provided by an (“Agency),a governmental entity. Nothing herein creates any contractual relationship between Agency and Engineer. Owner and Engineer agree as follows:

**Article 1 - Services of Engineer**

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

**Article 2 - Owner’s Responsibilities**

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Exhibit C.
- C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

**Article 3 - Schedule For Rendering Services**

3.01 *Commencement*

- A. Engineer shall begin rendering services as of the Effective Date of the Agreement.

3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s services is impaired, or Engineer’s services are delayed or suspended, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled to the recovery of direct damages resulting from such failure.

#### **Article 4 - Invoices and Payments**

##### 4.01 *Invoices*

- A. *Preparation and Submittal of Invoices.* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C, and in a manner acceptable to Owner. Engineer shall submit its invoices to Owner no more than once per month. Invoices are due and payable within 60 days of receipt.

##### 4.02 *Payments*

- A. *Application to Interest and Principal.* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay.* If Owner fails to make any payment due Engineer for services and expenses within 60 days after receipt of Engineer's invoice and funds are available for the Project, then:
  - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said sixtieth day; and
  - 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices.* If Owner contests an invoice, Owner may withhold only that portion so contested, and must pay the undisputed portion.
- D. *Legislative Actions.* If after the Effective Date of the Agreement any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall pay such invoiced new taxes, fees, and charges; such payment shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

#### **Article 5 - Opinions of Cost**

##### 5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner wishes greater assurance as to probable Construction Cost, Owner shall employ an independent cost estimator as provided in Exhibit B.

##### 5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.

##### 5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

#### **Article 6 - General Considerations**

##### 6.01 *Standards of Performance*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer

makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.

- B. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in Owner-furnished information.
  - C. Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner. The retention of such Consultants shall not reduce the Engineer's obligations to Owner under this Agreement.
  - D. Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
  - E. Engineer and Owner shall comply with applicable Laws and Regulations. Engineer shall comply with Owner-mandated standards that Owner has provided to Engineer in writing. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, and compensation.
  - F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
  - G. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract, Funding Agency Edition" as prepared by the Engineers Joint Contract Documents Committee (No. C-710, 2002 Edition) unless both parties mutually agree to use other General Conditions by specific reference in Exhibit I.
  - H. Engineer shall not at any time supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.
  - I. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
  - J. Engineer shall not be responsible for the acts or omissions of any Contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees and its Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made on interpretations or clarifications of the Contract Documents given by Owner without consultation and advice of Engineer.
  - K. All Contract Documents and Applications for Payment shall be subject to Agency concurrence.
- 6.02 *Design without Construction Phase Services*
- A. If Engineer's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, then (1) Engineer's services under this Agreement shall be deemed complete no later than the end of the Bidding or Negotiating Phase; (2) Engineer shall have no design or shop drawing review obligations during construction; (3) Owner assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services; and (4) Owner waives any claims against the Engineer that may be connected in any way thereto.
- 6.03 *Use of Documents*
- A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.

- B. A party may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a license to use the Documents on the Project, extensions of the Project, and other projects of Owner, subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project or on any other project without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to Engineer's Consultants; (3) Owner shall indemnify and hold harmless Engineer and Engineer's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- F. If Engineer at Owner's request verifies or adapts the Documents for extensions of the Project or for any other project, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

#### 6.04 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and Engineer's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by Owner which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain general liability and other insurance in accordance with the requirements of paragraph 5.04 of the "Standard General Conditions of the Construction Contract, Funding Agency Edition," (No. C-710, 2002 Edition) as prepared by the Engineers Joint Contract Documents Committee and to cause Engineer and Engineer's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and Engineer's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds or additional insureds thereunder.
- F. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or

revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 *Suspension and Termination*

A. *Suspension.*

1. By Owner: Owner may suspend the Project upon seven days written notice to Engineer.
2. By Engineer: If Engineer's services are substantially delayed through no fault of Engineer, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement.

B. *Termination.* The obligation to provide further services under this Agreement may be terminated:

1. For cause,
  - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
  - b. By Engineer:
    - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
    - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
    - 3) Engineer shall have no liability to Owner on account of such termination.
  - c. Notwithstanding the foregoing, this Agreement will not terminate under paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience,
  - a. By Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination.* The terminating party under paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination.*

1. In the event of any termination under paragraph 6.05, Engineer will be entitled to invoice Owner and to receive payment for all acceptable services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.
2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

E. *Delivery of Project Materials to Owner.* Prior to the effective date of termination, the Engineer will deliver to Owner copies of all completed Documents and other Project materials for which Owner has compensated Engineer. Owner's use of any such Documents or Project materials shall be subject to the terms of Paragraph 6.03.

6.06 *Controlling Law*

- A. This Agreement is to be governed by the law of the state in which the Project is located, its conflict of laws provisions excepted.

6.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the

partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
  - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
  - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
  - 3. Owner agrees that the substance of the provisions of this paragraph 6.07.C shall appear in the Contract Documents.

6.08 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights under law.
- B. If the parties fail to resolve a dispute through negotiation under paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.

6.09 *Environmental Condition of Site*

- A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters an undisclosed Constituent of Concern, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer.* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of

tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, partners, employees, or Consultants.

- B. *Indemnification by Owner.* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, partners, agents, consultants, or employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.
  - C. *Environmental Indemnification.* In addition to the indemnity provided under paragraph 6.10.B of this Agreement, and to the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
  - D. *Percentage Share of Negligence.* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damage caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
  - E. *Mutual Waiver.* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.
- 6.11 *Miscellaneous Provisions*
- A. *Notices.* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
  - B. *Survival.* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
  - C. *Severability.* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
  - D. *Waiver.* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
  - E. *Accrual of Claims.* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

## **Article 7 - Definitions**

### **7.01 *Defined Terms***

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above or in the exhibits;

in the following provisions; or in the “Standard General Conditions of the Construction Contract, Funding Agency Edition,” prepared by the Engineers Joint Contract Documents Committee (No. C-710, 2002 Edition):

1. *Additional Services* - The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 2, of this Agreement.
2. *Agency* - The Federal or state agency named on page 1 of this Agreement.
3. *Basic Services* - The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 1, of this Agreement.
4. *Construction Cost* - The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner’s costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.
5. *Constituent of Concern* - Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §§1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
6. *Consultants* - Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates, consultants, subcontractors, or vendors.
7. *Documents* - Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
8. *Drawings* - That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
9. *Effective Date of the Agreement* - The date indicated in this Agreement on which it becomes effective. If no such date is indicated it means the date on which Agency concurs with the Agreement.
10. *Laws and Regulations; Laws or Regulations* - Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
11. *Reimbursable Expenses* - The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
12. *Resident Project Representative* - The authorized representative of Engineer, if any, assigned to assist Engineer at the Site during the Construction Phase. The Resident Project Representative will be Engineer’s agent or employee and under Engineer’s supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
13. *Specifications* - That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
14. *Total Project Costs* - The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting,

insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.

## **Article 8 - Exhibits and Special Provisions**

### 8.01 *Exhibits Included*

- A. Exhibit A, "Engineer's Services,"
- B. Exhibit B, "Owner's Responsibilities".
- C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses."
- D. Exhibit D, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative."
- E. Exhibit E, "Notice of Acceptability of Work."
- G. Exhibit G, "Insurance."
- H. Exhibit H, "Dispute Resolution."

### 8.02 *Total Agreement*

- A. This Agreement (consisting of pages 1 to 13, inclusive, together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer for the Project and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, or modified by a duly executed written instrument based on the format of Exhibit J to this Agreement.

### 8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

### 8.04 *Federal Requirements*

- A. *Agency Concurrence.* Signature of a duly authorized representative of Agency in the space provided on the signature page hereof does not constitute a commitment to provide financial assistance or payments hereunder but does signify that this Agreement conforms to Agency's applicable requirements
- B. *Audit and Access to Records.* For all negotiated contracts and negotiated modifications (except those of \$10,000 or less), Owner, Agency, the Comptroller General, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Engineer which are pertinent to the Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Engineer shall maintain all required records for three years after final payment is made and all other pending matters are closed.
- C. *Restrictions on Lobbying.* Engineer and each Consultant shall comply with Restrictions on Lobbying (Public Law 101-121, Section 319) as supplemented by applicable Agency regulations. This Law applies to the recipients of contracts and subcontracts that exceed \$100,000 at any tier under a Federal loan that exceeds \$150,000 or a Federal grant that exceeds \$100,000. If applicable, Engineer must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Agreement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 USC 1352. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.
- D. *Suspension and Debarment.* Engineer certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Engineer will not contract with any Consultant for this project if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Necessary certification forms shall be provided by the Owner.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

OWNER:  
City of Fayetteville, Ga

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

Title: Ray Gibson, City Manager

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

Address for giving notices:

240 South Glynn Street

Fayetteville, Georgia 30214

Designated Representative (paragraph 8.03.A.):

Ray Gibson

Title: City Manager

Phone Number: 770-719-4148

Fax Number: 770-460-4246

E-Mail Address: [rgibson@fayetteville-ga.gov](mailto:rgibson@fayetteville-ga.gov)

AGENCY CONCURRENCE:

AGENCY: \_\_\_\_\_

By (Signature): \_\_\_\_\_

Typed Name: \_\_\_\_\_

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

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

ENGINEER:  
Goodwyn, Mills and Cawood, Inc.

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

Title: Steve Cawood, PE, Regional President

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

License or Certificate No. \_\_\_\_\_

State of: Georgia

Address for giving notices:

2430 Herodian Way

Smyrna, Georgia 30080

Designated Representative (paragraph 8.03.A.):

J. Wheeler Crook, P.E.

Title: Project Manager

Phone Number: 334-271-3200

Fax Number: 334-272-1566

E-Mail Address: [wheeler.crook@gmcnetwork.com](mailto:wheeler.crook@gmcnetwork.com)

This is **EXHIBIT A**, consisting of 9 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 22, 2016.

## **Owner's Consultant's Services**

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### **PART 1 – BASIC SERVICES**

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. Engineer shall provide Basic and Additional Services as set forth below.

#### *A.1.01 Design Development Phase*

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project and available data.
2. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B which are not part of Engineer's Basic Services.
3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Engineer, including but not limited to mitigating measures identified in the environmental assessment.
4. Identify and evaluate reasonable alternate solutions, not to exceed three (3) options, available to Owner and, after consultation with Owner, recommend to Owner those solutions which in Engineer's judgment meet Owner's requirements for the Project.
5. In accordance with Agency guidance, prepare a design development report (the "Report") which will, as appropriate, contain schematic layouts, sketches, preliminary capital costs, operation and maintenance costs, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to Owner which Engineer recommends. For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a summary of allowances for other items and services included within the definition of Total Project Costs.
6. Perform a study of the valuation of the City of Tyrone, GA wastewater system, which will include previous studies, engineering reports, financial analysis and field inspections as needed.
7. Design Development Phase will be conducted as detailed in Attachment I
8. Perform or provide the following additional Design Development Phase tasks or deliverables:
  - a. Environment Report in accordance with Agency requirements.
  - b. Provide engineering information for applications and supporting documents for private or governmental grants, loans, or advances in connection with the Project.
  - c. Prepare feasibility commentary and preliminary ranges of rate schedules if required for the Project.
  - d. Flow evaluation based on current flow data and population projections.

- e. Energy Study indicating methods for recovery of energy and reduction of power.
  - 9. Furnish copies of the Design Development Analysis and any other deliverables to Owner and Agency within six (6) calendar months or duration as agreed upon of authorization to begin services and review it with Owner.
  - 10. Revise the Design Development Analysis and any other deliverables in response to Owner's and Agency's comments, as appropriate, and furnish copies of the revised Report and any other deliverables to the Owner and Agency within sixty calendar days of receipt of all such comments.
- B. Engineer's services under the Design Development Phase will be considered complete on the date when the revised Report and any other deliverables have been delivered to and accepted by Owner and Agency, as appropriate.

A.1.02 *Preliminary Design Phase*

- A. After acceptance by Owner and Agency of the Design Development Report and any other deliverables, selection by Owner of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, and upon written authorization from Owner, Engineer shall:
- 1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
  - 2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.
  - 3. Provide to Owner copies of maps showing the general location of required construction easements and permanent easements and the land to be acquired.
  - 4. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
  - 5. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner (and Agency, if required).

A.1.03 *Final Design Phase*

- A. After acceptance by Owner (and by Agency, if required) of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
- 1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. If appropriate, Specifications shall conform to the 16-division format of the Construction Specifications Institute.
  - 2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final

design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.

3. Advise Owner of any adjustments to the opinion of probable Construction Cost and any adjustments to Total Project Costs known to Engineer.
4. Perform or provide the following additional Final Design Phase tasks or deliverables:
  5. Prepare and furnish Bidding Documents for review by the Owner, its legal counsel, its other advisors, regulatory agencies, and Agency, within 270 calendar days of authorization to proceed with this phase, and assist Owner in the preparation of other related documents. Bidding documents will comply with Agency's requirements in effect as of the date of Owner authorizing work in this phase.
  6. Revise the Bidding Documents in accordance with comments and instructions from the Owner and Agency, as appropriate, and submit final copies of the Bidding Documents, a revised opinion of probable Construction Cost, and any other deliverables to Owner and Agency oneafter receipt of all such comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by paragraph A.1.03.A.6 have been delivered to and accepted by Owner and Agency.
- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

#### A.1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner and Agency of the Bidding Documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
  1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process contractor deposits or charges for the Bidding Documents.
  2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
  3. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.
  4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents.
  5. Determine the acceptability of substitute materials and equipment proposed when substitution is necessary because the specified item is incompatible with the Project or fails to comply with applicable codes.

6. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A.1.05 *Construction Phase*

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract.* Consult with Owner and act as Owner's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the General Conditions except as otherwise provided in writing.
  2. *Resident Project Representative (RPR).* Unless otherwise notified in writing by Owner, Engineer shall provide the services of Resident Project Representative (RPR) at the Site to assist Engineer and to provide more continuous observations of such work on a full-time basis unless part-time services are expressly approved by Agency and this Agreement is amended accordingly. Engineer will, prior to the pre-construction conference, submit a resume of the RPR's qualifications for approval by Owner and Agency. The duties, responsibilities, and limitations of authority of the RPR are as set forth in Exhibit D. The furnishing of such Resident Project Representative service will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
  3. *Selecting Independent Testing Laboratory.* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, paragraph B.2.01.O.
  4. *Pre-Construction Conference.* Participate in a Pre-Construction Conference prior to commencement of Work at the Site. If RPR services are provided by Engineer, ensure RPR attends Pre-Construction Conference.
  5. *Schedules.* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
  6. *Baselines and Benchmarks.* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
  7. *Visits to Site and Observation of Construction.* In connection with observations of Contractor's Work while it is in progress:
    - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, but at least monthly, to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

- b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety on the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
8. *Defective Work.* Recommend to Owner that Contractor's Work be rejected while it is in progress if, on the basis of Engineer's observations, Engineer believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
9. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents.
10. *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
11. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
12. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of paragraph A.2.01.A.23 of this Exhibit A.
13. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
14. *Disagreements between Owner and Contractor.* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

15. *Applications for Payment.* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
  - b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
16. *Contractor's Completion Documents.* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under paragraph A.1.05.A.11, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in paragraph A.1.05.A.11.
17. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner, the Agency's representative, and Contractor, conduct a pre-final inspection to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner, Agency, and Contractor.
18. *Record Drawings.* Prepare and furnish to Owner a set of reproducible Project Record Drawings showing appropriate record information based on Record Drawing information from Contractor and Project documentation received from RPR.
19. *Final Notice of Acceptability of the Work.* In company with Owner's and Agency's representative, conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of paragraph A.1.05.A.15.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.

- B. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the first construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in paragraph A.1.03.C, Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction-Phase services are required after the original date for final completion of the Work as set forth in the construction Contract.
- C. *Limitation of Responsibilities.* Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Work. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A.1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner, Engineer, during the Post-Construction Phase, shall:
  - 1. Provide assistance in connection with the adjusting of Project equipment and systems.
  - 2. Assist Owner in training Owner's staff to operate and maintain Project equipment and systems.
  - 3. Assist Owner in developing procedures for control of the operation and maintenance of, and record keeping for Project equipment and systems.
  - 4. Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
  - 5. In company with Owner or Owner's representative, provide an inspection of the Project within one month before the end of the Correction Period for Contractor's Work to ascertain whether any portion of the Work is subject to correction.
- B. The Engineer shall provide no greater than 20 hours of assistance and necessary reimbursable expenses in providing services during the Post-Construction Phase. Additional time shall be addressed in a contractual addendum.
- C. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate at the end of the Construction Contract's Correction Period.

**PART 2 – ADDITIONAL SERVICES**

A.2.01 *Additional Services Requiring Owner's Advance Written Authorization and Agency's Concurrence*

- A. If authorized in writing by Owner, with Agency concurrence, Engineer shall furnish or obtain from others Additional Services of the types listed below.
  - 1. Preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project (which are not part of Basic Services).
  - 2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond Engineer's control. Redesign to reduce Project costs to within the funds available as stated in Exhibit F shall not be considered Additional Services.
4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in paragraph A.1.01.A.4.
5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use.
7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
8. Furnishing services of Engineer's Consultants for other than Basic Services.
9. Services attributable to more prime construction contracts than specified in paragraph A.1.03.C.
10. Services (which are not part of Basic Services) during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.
11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
13. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.
14. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F. Rebidding or renegotiating contracts to reduce the contract costs to funds available as stated in Exhibit F shall not be considered Additional Services.
15. Providing construction surveys and staking to enable Contractor to perform its work other than as required under paragraph A.1.05.A.6, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
16. Providing Construction Phase services beyond the Contract Times set forth in Exhibit C.
17. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.

18. Preparation of operation and maintenance manuals.
19. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
20. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
21. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.
22. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner so as to make compensation commensurate with the extent of the Additional Services rendered.
23. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Contract in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.
24. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Constituent of Concern, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
25. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
26. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

SUGGESTED FORMAT  
(for use with E-510, 2002 Edition)

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 22, 2016.

**Owner's Responsibilities**

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Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties.

B.2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
  - 1. Property descriptions.
  - 2. Zoning, deed, and other land use restrictions.
  - 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
  - 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
  - 5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas, if not part of Engineer's services.
  - 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.
- E. Furnish as appropriate other services or authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.
- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.

- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Provide, as required for the Project:
  - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
  - 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
  - 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
  - 4. Placement and payment for advertisement for Bids in appropriate publications.
- J. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- K. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- L. If Resident Project Representative services are not to be provided pursuant to paragraph A.1.05.A.2 or otherwise, provide a qualified representative to observe the progress and quality of the Work.
- M. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.
- O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- P. Provide inspection or monitoring services by an individual or entity other than Engineer (and disclose the identity of such individual or entity to Engineer) as Owner determines necessary to verify:
  - 1. that Contractor is complying with any Laws or Regulations applicable to Contractor's performing and furnishing the Work; or
  - 2. that Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.

- Q. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to paragraphs B.2.01.O and P.
- R. Perform or provide the following additional services: N/A.

This is **EXHIBIT C**, consisting of 6 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 22, 2016.

**Payments to Engineer for Services and Reimbursable Expenses**  
**Compensation Package BS-1: Basic Services – Lump Sum**

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Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

**ARTICLE 2 – OWNER’S RESPONSIBILITIES**

**C.2.04 Compensation for Basic Services (other than Survey, environmental service, geotechnical services, and Resident Project Representative Services) – Lump Sum Method of Payment**

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
1. A Lump Sum amount of will be based on the following estimated distribution of compensation:
    - a. Design Development Phase **\$50,000.00**
    - b. Preliminary Design Phase, Final Design Phase, Bidding and Negotiating Phase - **Lump Sum Fee will be based on widely accepted engineering fee curves and will be 10% of approved budget amount**
    - c. Construction Phase and Post Construction Phase - **Lump Sum Fee will be based on widely accepted engineering fee curves and will be 3% of approved budget amount**
  2. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner, with Agency concurrence.
  3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
  4. The portion of the Lump Sum amount billed for Engineer’s services shall be based upon Engineer’s estimate of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, engineer may also bill for any such expenses during the billing period.
- B. Period of Service. The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding 24 months. Should such period of service be extended, the compensation amount for Engineer’s services shall be appropriately adjusted.

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(Exhibit C – Compensation for Basic Services (other than Resident Project Representative Services) –  
Lump Sum Method of Payment

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**Payments to Engineer for Services and Reimbursable Expenses**  
**Compensation Package AS-1: Additional Services – Lump Sum (Not to Exceed)**

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Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

**C.2.05 Compensation for Additional Engineering Services as deemed necessary (other than Basic Services and Resident Project Representative Services) – Lump Sum Method of Payment (NOT TO EXCEED)**

A. Owner shall pay Engineer for Additional Engineering Services set forth in Exhibit A, except for items noted in C.2.01 and C.2.03, services of Engineer's Resident Project Representative, if any, as follows:

1. A Lump Sum amount of **\$92,000** based on the following estimated distribution of compensation:

a. Site Survey and 3D Scanning	<b>\$20,000.00</b>
b. Geotechnical Engineering	<b>\$15,000.00</b>
c. Environmental Engineering Assessments & Wetland Delineation	<b>\$10,000.00</b>
d. Biological Modeling	<b>\$10,000.00</b>
e. Easements and Right of Way Acquisition	<b>\$10,000.00</b>
f. Operation and Maintenance Manuals	<b>\$15,000.00</b>
g. Grit Analysis and/or influent waste characterization	<b>\$12,000.00</b>

2. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner, with Agency concurrence.

3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.

4. The portion of the Lump Sum amount billed for Engineer's services shall be based upon Engineer's estimate of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, engineer may also bill for any such expenses during the billing period.

B. Period of Service. The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding 24 months. Should such period of service be extended, the compensation amount for Engineer's services shall be appropriately adjusted.

**Payments to Engineer for Services and Reimbursable Expenses**  
**Compensation Package CS-1: Resident Project Representatives**

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Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

*C.2.03 Compensation for Resident Project Representative Basic Services – Standard Hourly Rate Method of Payment*

A. Owner shall pay Engineer for:

1. *Resident Project Representative Services.* For services of Engineer's Resident Project Representative, if any, under paragraph A.1.05 of Exhibit A of the Agreement, an amount equal to the cumulative hours charged to the project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges if any. This amount includes compensation for Resident Project Representative's services, and those of any assistants to the Resident Project Representative. The total compensation under this paragraph is estimated to be **\$80,000.00** based upon part-time services, Monday through Friday over a 365 day construction schedule.
2. If rates for RPR services are not indicated in the hourly rate schedule, the standard hourly rate for RPR services shall be \$85.00 per hour.
3. Payment for Resident Project Representative Services shall be on a monthly basis.

B. Compensation for Reimbursable Expenses

1. For those Reimbursable Expenses that are not accounted for in the compensation for under paragraph C.2.03 and are directly related to the provision of Additional Services not in 2.01, 2.2. or 2.03, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C (Standard Hourly Rates).
2. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A, and, if authorized in advance by Owner, overtime work requiring higher than regular rates. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for computer time and the use of other highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a Factor of 1.2.

C. Other Provisions Concerning Payment For Additional Services

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a Factor of 1.2.
2. Factors. The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

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(Appendix 2 to Exhibit C – Standard Hourly Rates Schedule)

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This is Appendix 1 to **EXHIBIT C**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 22, 2016.

## 2016 Standard Rate and Fee Schedule

### Standard Hourly Rates

Principal	\$245.00
Vice President	\$190.00
Senior Project Manager	\$170.00
Project Manager	\$150.00
Senior Project Engineer/Geologist/Biologist/Ecologist	\$130.00
Project Engineer/Geologist/Biologist/Ecologist	\$120.00
Engineer Intern II	\$110.00
Engineer Intern I	\$105.00
Project Coordinator	\$90.00
Field Technician	\$125.00
Senior Designer	\$110.00
CADD Technician II	\$90.00
CADD Technician I	\$110.00
Contract Specialist	\$85.00
Executive Administrative Assistant	\$80.00
Administrative Assistant	\$70.00
Surveying:	
Survey Department Manager	\$115.00-\$130.00
Field Crew Supervisor	\$100.00
Survey Crew (two-man survey crew)	\$135.00
Survey Crew (three-man survey crew)	\$180.00
Survey Crew (four-man survey crew)	\$210.00

### Reimbursable Expenses

Vehicle Transport	\$0.55 per mile
Travel/Meals/Hotel	Cost
Subcontractors	Cost plus twenty percent
Reprographics	Cost
Overnight mail, regular mail & shipping	Cost
CAD plots (outside)	Cost
CAD plots (in-house)	
A-Size (8.5x11)	\$1.50
B-Size (11x17)	\$4.50
C-Size (17x22)	\$9.00
D-Size (22x34 or 24x36)	\$20.00
E-Size (30x42)	\$30.00
Color Laser Prints (in-house)	
A-Size (8.5x11)	\$3.00
B-Size 11x17)	\$5.00

(Appendix 2 to Exhibit C – Standard Hourly Rates Schedule)

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SUGGESTED FORMAT  
(for use with E-510, 2002 Edition)

This is **EXHIBIT D**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 22, 2016.

**Duties, Responsibilities and Limitations of Authority of Resident Project Representative**

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Paragraph 1.01.A of the Agreement is amended and supplemented to include the following agreement of the parties:

D.1.01 *Resident Project Representative*

- A. Engineer shall furnish a Resident Project Representative (“RPR”), assistants, and other field staff to assist Engineer in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit D shall provide part-time representation.
- B. Through such additional observations of Contractor’s work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such visits or as a result of such observations of Contractor’s work in progress, supervise, direct, or have control over the Contractor’s work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor’s work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor’s performing and furnishing the Work, or responsibility for Contractor’s failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific terms set forth in section A.1.05 of Exhibit A of the Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
  - 1. *General:* RPR is Engineer’s agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR’s actions. RPR’s dealings in matters pertaining to the Contractor’s work in progress shall in general be with Engineer and Contractor, keeping Owner advised as necessary. RPR’s dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.
  - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
  - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
  - 4. *Liaison:*
    - a. Serve as Engineer’s liaison with Contractor, working principally through Contractor’s superintendent, assist in providing information regarding the intent of the Contract Documents.
    - b. Assist Engineer in serving as Owner’s liaison with Contractor when Contractor’s operations affect Owner’s on-Site operations.
    - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

5. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. *Shop Drawings and Samples:*
  - a. Record date of receipt of Samples and approved Shop Drawings.
  - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
  - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. *Review of Work and Rejection of Defective Work:*
  - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
9. *Inspections, Tests, and System Startups:*
  - a. Consult with Engineer in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.
  - b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
  - c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
  - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.
10. *Records:*
  - a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.

- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
  - c. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
  - d. Maintain records for use in preparing Project documentation.
  - e. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.
11. *Reports:*
- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
  - b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
  - c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
  - d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.
12. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
14. *Completion:*
- a. Participate in a Substantial Completion (pre-final) inspection, and assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
  - b. Observe Contractor-arranged inspections required by Laws and Regulations applicable to the Work, including but not limited to those performed by public agencies having jurisdiction over the Work.
  - c. Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
  - d. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including “or-equal” items).
2. Exceed limitations of Engineer’s authority as set forth in the Agreement or the Contract Documents.
3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor’s superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor’s work unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

SUGGESTED FORMAT  
(for use with E-510, 2002 Edition)

This is **EXHIBIT E**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 22, 2016.

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**NOTICE OF ACCEPTABILITY OF WORK**

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PROJECT: Fayetteville WWTP Improvements

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OWNER: City of Fayetteville

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION: CATL160008

EFFECTIVE DATE OF THE CONSTRUCTION AGREEMENT: To Be Determined

CONSTRUCTION CONTRACT DATE: To Be Determined

ENGINEER: Goodwyn, Mills and Cawood, Inc.

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To: City of Fayetteville  
OWNER

And To: \_\_\_\_\_  
AGENCY

And To: \_\_\_\_\_  
CONTRACTOR

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The Engineer hereby gives notice to the above Owner, Agency, and Contractor that the completed Work furnished and performed by Contractor under the above Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated \_\_\_\_\_, and the terms and conditions set forth on the reverse side of this Notice.

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

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

Dated: \_\_\_\_\_

(Reverse side of Notice)

**CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK**

The Notice of Acceptability of Work (“Notice”) on the front side of this sheet is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the professional judgment of Engineer.
3. This Notice is given as to the best of Engineer’s knowledge, information, and belief as of the date hereof.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor’s work) under Engineer’s Agreement with Owner and under the Construction Contract referred to on the front side of this Notice, and applies only to facts that are within Engineer’s knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement and Construction Contract.
5. This Notice is not a guarantee or warranty of Contractor’s performance under the Construction Contract referred to on the front side of this Notice, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents.

SUGGESTED FORMAT  
(for use with E-510, 2002 Edition)

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 22, 2016.

**Insurance**

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Paragraph 6.04 of the Agreement is amended and supplemented to include the following agreement of the parties:

G.6.04 *Insurance*

A. The limits of liability for the insurance required by paragraph 6.04 and 6.04.B of the Agreement are as follows:

1. By Engineer:

- |   |                    |
|---|--------------------|
| a. Workers' Compensation:                                     | Statutory          |
| b. Employer's Liability –                                     |                    |
| 1) Each Accident:   | <u>\$1,000,000</u> |
| 2) Disease, Policy Limit:                                     | <u>\$1,000,000</u> |
| 3) Disease, Each Employee:                                    | <u>\$1,000,000</u> |
| c. General Liability –  |                    |
| 1) Each Occurrence (Bodily Injury and Property Damage):       | <u>\$1,000,000</u> |
| 2) General Aggregate:   | <u>\$2,000,000</u> |
| d. Excess Umbrella Liability –                                |                    |
| 1) Each Occurrence:   | <u>\$5,000,000</u> |
| 2) General Aggregate:   | <u>\$5,000,000</u> |
| e. Automobile Liability –                                     |                    |
| 1) Combined Single Limit (Bodily Injury and Property Damage): |                    |
| a) Each Accident  | <u>\$1,000,000</u> |
| f. Professional Liability Insurance                           |                    |
| 1) Each Claim Made:   | <u>\$3,000,000</u> |
| 2) Annual Aggregate:  | <u>\$6,000,000</u> |
| g. Other (specify):   | \$                 |

2. By Owner:

- |                            |                      |
|----------------------------|----------------------|
| a. Workers' Compensation:  | Statutory            |
| b. Employer's Liability –  |                      |
| 1) Each Accident:          | <u>\$Not Covered</u> |
| 2) Disease, Policy Limit:  | <u>\$Not Covered</u> |
| 3) Disease, Each Employee: | <u>\$Not Covered</u> |

- c. General Liability –
  - 1) General Aggregate: \$3,000,000
  - 2) Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
  
- d. Excess Umbrella Liability –
  - 1) Each Occurrence: \$
  - 2) General Aggregate: \$
  
- e. Automobile Liability –
  - 1) Bodily Injury:
    - a) Each Accident \$
  - 2) Property Damage
    - a) Each Accident \$
  
- f. Other (specify): \$

B. Additional Insureds.

1. The following persons or entities are to be listed on Owner’s general liability and property policies of insurance as additional insureds, as provided in paragraph 6.04.B:
  - a. Goodwyn, Mills and Cawood, Inc.  
Engineer
  - b. \_\_\_\_\_  
Engineer’s Consultant
  - c. \_\_\_\_\_  
Engineer’s Consultant
  
2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner’s general liability and property policies of insurance.
  
3. The Owner shall be listed on Engineer’s general liability policy as provided in paragraph 6.04.A.

SUGGESTED FORMAT  
(for use with E-510, 2002 Edition)

This is **EXHIBIT H**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 22, 2016.

**Dispute Resolution**

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Paragraph 6.08 of the Agreement is amended and supplemented to include the following agreement of the parties:

H.6.08 *Dispute Resolution*

- A. Mediation. Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (“Disputes”) to mediation by a mutually agreed upon mediator residing in the State of Georgia. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.
1. Notice of the demand for arbitration must be filed in writing with the other party to the Agreement and with the. The demand must be made within a reasonable time after the Dispute has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations.
  2. All demands for arbitration and all answering statements thereto which include any monetary claims must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than \$100,000.00 (exclusive of interest and costs). The arbitrators will not have jurisdiction, power, or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any Dispute if the amount in controversy in such Dispute is more than \$100,000.00 (exclusive of interest and costs), or to render a monetary award in response thereto against any party which totals more than \$100,000.00 (exclusive of interest and costs). Disputes that are not subject to arbitration under this paragraph may be resolved in any court of competent jurisdiction.
  3. The award rendered by the arbitrators shall be in writing, and shall include: (a) a precise breakdown of the award; and (b) a written explanation of the award specifically citing the Agreement provisions deemed applicable and relied on in making the award.
  4. The award rendered by the arbitrators will be consistent with the Agreement of the parties and final, and judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to appeal or modification.
  5. If a Dispute in question between Owner and Engineer involves the work of a Contractor, subcontractor, or consultants to the Owner or Engineer (each a “Joinable Party”), either Owner or Engineer may join each Joinable Party as a party to the arbitration between Owner and Engineer hereunder, and Engineer or Owner, as appropriate, shall include in each contract with each such Joinable Party a specific provision whereby such Joinable Party consents to being joined in an arbitration between Owner and Engineer involving the work of such Joinable Party. Nothing in this paragraph H.6.08.A.5 nor in the provision of such contract consenting to joinder shall create any claim, right, or cause of action in favor of the Joinable Party and against Owner or Engineer that does not otherwise exist.

## Process for Client Involvement Design Development Phase City of Fayetteville, GA



**RESOLUTION**

**R-27-16**

BE IT RESOLVED, that the Mayor and Council of the City of Fayetteville, Georgia do hereby adopt the attached City of Fayetteville Professional Services Contract for Water and Sewer Analysis – Goodwyn, Mills, & Cawood, Inc.

SO RESOLVED this 21<sup>st</sup> Day of July, 2016.

\_\_\_\_\_  
Edward J. Johnson, Jr. Mayor

\_\_\_\_\_  
Scott Stacy, Mayor Pro Tem

\_\_\_\_\_  
Kathaleen Brewer, Councilmember

\_\_\_\_\_  
Paul C. Oddo Jr., Councilmember

\_\_\_\_\_  
Harlan Shirley, Councilmember

\_\_\_\_\_  
James B. Williams, Councilmember

ATTEST:

\_\_\_\_\_  
Anne Barksdale, City Clerk