

**MAYOR**

Richard E. Roquemore

**CITY ADMINISTRATOR**

Michael E. Parks

**CITY COUNCIL**

Robert L. Vogel III

Taylor J. Sisk

Jamie L. Bradley

Joshua Rowan

**CITY OF AUBURN  
MAYOR and CITY COUNCIL  
December 12, 2024  
6:00 PM  
Council Chambers  
1 Auburn Way  
Auburn, GA 30011**

**INVOCATION****PLEDGE****COUNCIL REPORTS AND ANNOUNCEMENTS****NEW BUSINESS**

Citizen Comments on Agenda Items

1. Consent Agenda
  - a. Council Business Meeting Minutes- November 14, 2024
  - b. Council Workshop Meeting Minutes- November 21, 2024
  - c. City Event and Holidays for 2025
  - d. Metro Water District- Water Efficiency Code Requirements
  - e. Garage Enclosure Ordinance
  - f. Task Order 39 Extending the Engineer Services for raw water storage pond.
  - g. Task Order 40 for Engineering Design Services for the raw water from Rock Creek and the raw water storage pond.

**VOTING ITEMS**

2. LRA Seventh Street- Iris Akridge
3. Saddle Creek Court Project Contract- Iris Akridge

**CITIZEN COMMENTS****EXECUTIVE SESSION****ADJOURNMENT**

**Agenda subject to change prior to meeting**



**MAYOR**  
Rick E. Roquemore

**CITY ADMINISTRATOR**  
Michael E. Parks

**CITY COUNCIL**  
Robert L. Vogel III  
Taylor J. Sisk  
Jamie L. Bradley  
Joshua Rowan

**CITY OF AUBURN  
MAYOR AND COUNCIL  
MEETING IN COUNCIL CHAMBERS  
November 14, 2025  
6:00 PM  
Council Chambers  
1 Auburn Way  
Auburn, GA 30011**

Present: Mayor: **Richard Roquemore**  
Council Member: **Robert L. Vogel III**  
Council Member: **Taylor J. Sisk**  
Council Member: **Jamie L. Bradley**  
Council Member: **Joshua Rowan**

City Staff in Attendance: Chief Hodge, Staci Waters, Brooke Haney, Iris Akridge

Also in Attendance: Sarah McQuade, Jack Wilson

**Mayor Roquemore** called the meeting to order at 6:00 pm.

**Pastor Rob Ballard** gave the invocation.

**Mayor Roquemore** gave the pledge.

**Council Reports and Announcements**

**Mayor Roquemore** asked for Council Reports and Announcements. **Council Member Josh Rowan** asked Iris Akridge to present the current water report and have 120 Water System removed from the agenda due to no lead in water.

**PUBLIC HEARING**

**Mayor Roquemore** asked for a motion to open the Public Hearing regarding the Auburn-Barrow County 2024 Property Tax/Millage Rate.

**Motion:** Made by **Council Member Sisk** to open the public hearing.

**Second** by **Council Member Bradley**

**Mayor Roquemore** asked for any discussion, there was none. Votes were taken with all members present voting yes.

**Item 1: Auburn-Barrow County 2024 Property Tax/Millage Rate**

**Mayor Roquemore** presented the staff report.

**Mayor Roquemore** opened the floor for ten minutes for public comments in favor of the change of Amendment. No comments were made.

**Mayor Roquemore** opened the floor for ten minutes for public comments in opposition to the change of Amendment. No comments were made.

**Mayor Roquemore** asked for a motion to close the Public Hearing.

**Motion:** Made by **Council Member Bradley** to close the public hearing.

**Second:** by **Council Member Vogel**

**Mayor Roquemore** asked for any discussion, there was none. Votes were taken with all members present voting yes.

## **PUBLIC HEARING**

**Mayor Roquemore** asked for a motion to open the Public Hearing regarding the Auburn-Gwinnett County 2024 Property Tax/Millage Rate.

**Motion:** Made by **Council Member Sisk** to open the public hearing.

**Second** by **Council Member Rowan**

**Mayor Roquemore** asked for any discussion, there was none. Votes were taken with all members present voting yes.

### **Item 1: Auburn-Gwinnett County 2024 Property Tax/Millage Rate**

**Mayor Roquemore** presented the staff report.

**Mayor Roquemore** opened the floor for ten minutes for public comments in favor of the change of Amendment. No comments were made.

**Mayor Roquemore** opened the floor for ten minutes for public comments in opposition to the change of Amendment. No comments were made.

**Mayor Roquemore** asked for a motion to close the Public Hearing.

**Motion:** Made by **Council Member Rowan** to close the public hearing.

**Second:** by **Council Member Sisk**

**Mayor Roquemore** asked for any discussion, there was none. Votes were taken with all members present voting yes.

## **PUBLIC HEARING**

**Mayor Roquemore** asked for a motion to open the Public Hearing regarding the Downtown Overlay District Zoning Amendment Section 17.91

**Motion:** Made by **Council Member Sisk** to open the public hearing.

**Second** by **Council Member Bradley**

**Mayor Roquemore** asked for any discussion, there was none. Votes were taken with all members present voting yes.

### **Item 2: Downtown Overlay District Zoning Amendment Section 17.91**

**Sarah McQuade** presented the staff report.

**Mayor Roquemore** opened the floor for ten minutes for public comments in favor of the change of Amendment. No comments were made.

**Mayor Roquemore** opened the floor for ten minutes for public comments in opposition to the change of Amendment. No comments were made.

**Mayor Roquemore** asked for a motion to close the Public Hearing.

**Motion:** Made by **Council Member Sisk** to close the public hearing.

**Second:** by **Council Member Rowan**

**Mayor Roquemore** asked for any discussion, there was none. Votes were taken with all members present voting yes.

## NEW BUSINESS

### Citizen Comments on Agenda Items

**Mayor Roquemore** asked for any citizen comments for items on tonight's agenda. There were none.

**Mayor Roquemore** asked if there were any items to be removed from the consent agenda.

**Council Member Rowan** asked for Item 3C Harmony Grove Cemetery and Item 3f 120 Water System to be removed from the Consent agenda.

### Item 3: Consent Agenda

- a. Council Business Meeting Minutes- October 10, 2024
- b. Council Workshop Meeting Minutes- October 24, 2024
- c. Harmony Grove Cemetery, Moved to January 2025
- d. Water Treatment Plant Contract
- e. City of Auburn Indemnity Ordinance
- f. 120 Waters System
- g. LRA College Street
- h. Bid for Saddle Creek
- i. Liquidate Police Vehicles

**Mayor Roquemore** asked for a motion to approve the remainder of the consent agenda.

**Motion:** Made by **Council Member Sisk** to table consideration until the next meeting.

**Second:** by **Council Member Rowan**

**Mayor Roquemore** asked for any discussion, there was none. Votes were taken with all members present voting yes.

**Mayor Roquemore** asked for any Citizen Comments.

Jill Dill, 126 Lyle Rd, Auburn, GA 30011, Spoke about Harmony Grove Cemetery.

**ADJOURNMENT:** **Mayor Roquemore** asked for a motion to adjourn.

**Motion:** Made by **Council Member Rowan** to adjourn.

**Second:** By **Council Member Bradley**.

**Mayor Roquemore** asked for any discussion. There was none. Votes were taken with all members present voting yes. Meeting adjourned.

Respectfully submitted,

Read and approved this \_\_\_\_\_ Day of December 2024

Attest:

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Mayor Richard E. Roquemore



**MAYOR**

Rick E. Roquemore

**CITY ADMINISTRATOR**

Michael Parks

**CITY COUNCIL**

Robert L. Vogel III

Taylor J. Sisk

Jamie L. Bradley

Joshua Rowan

**CITY COUNCIL WORKSHOP MEETING**

**November 21, 2024**

**6:00 PM**

**Council Chambers**

**1 Auburn Way**

**Auburn, GA 30011**

Present: Mayor:

**Richard Roquemore**

Council Member:

**Robert L. Vogel. III**

Council Member:

**Taylor J. Sisk**

Council Member:

**Jamie L. Bradley**

Member Absent:

**Joshua Rowan**

City Staff in Attendance: Michael Parks, Chief Hodge, Staci Waters, Brooke Haney, Iris Akridge  
Also in Attendance: Jack Wilson

**Mayor Roquemore** called the meeting to order at 6:00 pm.

**Item 1: Council Reports and Announcements**

**Mayor Roquemore** asked for Council Reports and Announcements. There was none.

**Item 2: PUBLIC HEARING**

**Mayor Roquemore** explained that there will be two public hearings for Auburn- Barrow County 2024 Property Tax/Milage Rate and Auburn-Gwinnett County 2024 Property Tax/Milage Rate.

**Auburn-Barrow County 2024 Property Tax/Milage Rate**

**Mayor Roquemore** asked for a motion to open the Public Hearing for the Auburn-Barrow County 2024 Property Tax/Milage Rate.

**Motion:** Made by **Council Member Sisk** to open the Public Hearing for the Auburn-Barrow County 2024 Property Tax/Milage Rate.

**Second:** By **Council Member Vogel**

**Mayor Roquemore** asked for any discussion. There was none. Votes were taken with all members present voting yes.

## **Staff Report- Auburn-Barrow County 2024 Property Tax/Millage Rate**

**Michael Parks** presented

**Mayor Roquemore** announced that we would open the hearing to comments allowing 10 minutes for people to speak in favor of the 2024 Property Tax/Milage Rate and Auburn-Barrow County 2024 Property Tax/Milage Rate. There were none.

**Mayor Roquemore** announced that we would open the hearing to comments allowing 10 minutes for people to speak in opposition to the 2024 Property Tax/Milage Rate and Auburn-Barrow County 2024 Property Tax/Milage Rate. There were none.

**Mayor Roquemore** asked for a motion to close the hearing for the Auburn-Barrow County 2024 Property Tax/Milage Rate.

**Motion:** Made by **Council Member Vogel** to close the Public Hearing for the Auburn-Barrow County 2024 Property Tax/Milage Rate.

**Second:** By **Council Member Sisk**

**Mayor Roquemore** asked for any discussion. There was none. Votes were taken with all members present voting yes.

## **Auburn-Gwinnett County 2024 Property Tax/Milage Rate**

**Mayor Roquemore** asked for a motion to open the Public Hearing for the Auburn-Gwinnett County 2024 Property Tax/Milage Rate.

**Motion:** Made by **Council Member Sisk** to open the Public Hearing for the Auburn-Gwinnett County 2024 Property Tax/Milage Rate.

**Second:** By **Council Member Bradley**

**Mayor Roquemore** asked for any discussion. There was none. Votes were taken with all members present voting yes.

## **Staff Report- Auburn-Gwinnett County 2024 Property Tax/Millage Rate**

**Michael Parks** presented

**Mayor Roquemore** announced that we would open the hearing to comments allowing 10 minutes for people to speak in favor of the 2024 Property Tax/Milage Rate and Auburn-Gwinnett County 2024 Property Tax/Milage Rate. There were none.

**Mayor Roquemore** announced that we would open the hearing to comments allowing 10 minutes for people to speak in opposition to the 2024 Property Tax/Milage Rate and Auburn-Gwinnett County 2024 Property Tax/Milage Rate. There were none.

**Mayor Roquemore** asked for a motion to close the hearing for the Auburn-Gwinnett County 2024 Property Tax/Milage Rate.

**Motion:** Made by **Council Member Vogel** to close the Public Hearing for the Auburn-Gwinnett County 2024 Property Tax/Milage Rate.

**Second:** By **Council Member Sisk**

**Mayor Roquemore** asked for any discussion. There was none. Votes were taken with all members present voting yes.

**Mayor Roquemore** asked for a motion to move agenda item 10 to item 3.

**Motion:** Made by **Council Member Sisk** to move agenda item 10 to item 3.

**Second:** Made by **Council Member Bradley**

**Mayor Roquemore** asked for any discussion. There was none. Votes were taken with all members present voting yes.

## **WORKSHOP ITEMS FOR DISCUSSION**

### **Item 3: Council Meeting Video Recording for Discussion Only**

**Michael Parks** Presented Mason Orr presented regarding the video recording services he provides to Barrow County and the Barrow County Board of Education and the costs of those services.

### **Item 4: City Event and Holidays for 2025**

**Michael Parks** Presented

-placed on December 12, 2024, Council Business Agenda

### **Item 5: Metro Water District- Water Efficiency Code Requirements**

**Jim Aton and Iris Akridge** Presented

-placed on December 12, 2024, Council Business Agenda

### **Item 6: Amend City of Auburn Charter Section 5.13**

**Jack Wilson** presented

-Placed on December 19<sup>th</sup> workshop for further discussion.

### **Item 7: Board Appointees Code of Conduct**

**Jack Wilson** presented

-Placed on December 19<sup>th</sup> workshop for further discussion.

### **Item 8: Garage Enclosure Ordinance**

**Chief Hodge** Presented

-placed on December 12, 2024, Council Business Agenda

### **Item 9: Task Order 39 Extending the Engineer Services for Raw Water Storage Pond**

**Jim Alton** presented

-placed on December 12, 2024, Council Business Agenda

### **Item 10: Task Order 40 for Engineering Design Services for the Raw Water from Rock Creek and the Raw Water Storage Pond**

**Jim Alton** presented

-placed on December 12, 2024, Council Business Agenda

## **VOTING ITEMS**

### **Item 11: Auburn-Barrow County 2024 Property Tax/Millage Rate**

**Michael Parks** Presented

**Mayor Roquemore** asked for a motion to approve the Auburn-Barrow County 2024 Property Tax/Millage Rate as presented by staff.

**Motion:** Made by **Council Member Vogel** to approve the Auburn/Barrow County 2024 Property Tax. Millage Rate.

**Second:** Made by Council **Member Sisk**

**Mayor Roquemore** asked for any discussion, there was none. Votes were taken with all members present voting yes excluding **Council Member Rowan**, he was absent during the vote.

### **Item 12: Auburn-Gwinnett County 2024 Property Tax/Millage Rate**

**Michael Parks** Presented

**Mayor Roquemore** asked for a motion to approve the Auburn-Gwinnett County 2024 Property Tax/Millage Rate as presented by staff.

**Motion:** Made by **Council Member Vogel** to approve the Auburn/Gwinnett County 2024 Property Tax. Millage Rate.

**Second:** Made by Council **Member Sisk**

**Mayor Roquemore** asked for any discussion, there was none. Votes were taken with all members present voting yes.

### **Item 13: Auburn Downtown Overlay District Zoning Amendment Section 17.9-1.**

**Sarah McQuade** Presented

**Mayor Roquemore** asked for a motion to approve the Auburn Downtown District Zoning Amendment Section 17.9-1.

**Motion:** Made By **Council Member Sisk** to approve the Auburn Downtown District Zoning Amendment Section 17.9-1.

**Second:** Made by **Council Member Bradley**

**Mayor Roquemore** asked for any discussion, there was none. Votes were taken with all members present voting yes.

**Mayor Roquemore** asked if there were any citizen comments.

Bel Outwater, 305 Bradford Ct., Auburn, GA 30011

Spoke regarding Amend City of Auburn Charter Section 5.13

Rob Yoe, 1531 Wynfield Dr, Auburn, Ga 30011

Spoke regarding Board Appointees Code of Conduct

David Kelly, 316 Wyngate Rd, Auburn, GA 30011

Spoke regarding Board Appointees Code of Conduct and Amend City of Auburn Charter Section 5.13

Silvia Barber, 1220 St. Andrews Dr, Auburn, Ga 30011

Spoke regarding Council Meeting Video Recording and Board Appointees Code of Conduct

Respectfully submitted,

Read and approved this \_\_\_\_\_ Day of December 2024 Attest:

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Mayor Richard E. Roquemoire



**MAYOR**  
Rick E. Roquemore

**CITY ADMINISTRATOR**  
Michael E. Parks

**CITY COUNCIL**  
Robert L. Vogel III  
Taylor J. Sisk  
Jamie L. Bradley  
Joshua Rowan

**AGENDA ITEM: C**

**TO:** Mayor and Council

**FROM:** Michael Parks  
City Administrator

**DATE:** November 21, 2024

**PURPOSE:** To review the City's 2024 Holiday and Event Schedule

**BACKGROUND:** The following days will be granted all regular employees as holidays with full pay and to approve the 2025 Events Schedule.

New Year's Day	Wednesday, January 1
Martin Luther King, Jr.'s Birthday	Monday, January 20
Washington's Birthday	February 17 (Observed on Friday, December 26)
State Holiday	(Observed on Good Friday, April 18)
Memorial Day	Monday, May 26
Juneteenth National Independence Day	Thursday, June 19
Independence Day	Friday, July 4
Labor Day	Monday, September 1
Columbus Day	Monday, October 13
Veterans Day	Tuesday, November 11
Thanksgiving Day	Thursday, November 27
State Holiday	(Observed on Friday, November 28)
Christmas Day	Thursday, December 25

## **2025 Events**

### Major Events:

- |                            |               |                   |
|----------------------------|---------------|-------------------|
| • May 3 <sup>rd</sup>      | 11:00-2:00 pm | Auburn Ever After |
| • June 28 <sup>th</sup>    | 5:00-9:00 pm  | Independence Day  |
| • October 25 <sup>th</sup> | 11:00-4:00 pm | Auburn Fest       |
| • December 6 <sup>th</sup> | 3:00-7:00 pm  | Sounding Off      |
| Christmas                  |               |                   |

### Music/Food Truck:

- May 9
- June 13
- September 12
- October 10

### Community Yard Sale- Burel Park from 8am-12pm

- March 29<sup>th</sup>
- August 9<sup>th</sup>

### Farmers Market 4-7pm

- Tuesdays May 6 – September 16

### Downtown Car Show 10:00-2:00pm

- 4<sup>th</sup> Saturday of Feb. March, April, May, July, August, Sept, Nov. and June 21, October 18

### Easter Egg Hunt

- April 12<sup>th</sup>

### Trick or Treat

- October 28 from 6:00pm-7:30pm

### Jeep Fest 5-9 pm

- July 19<sup>th</sup>

### 5K Run

- March 1<sup>st</sup>

### Gathering

- October 4<sup>th</sup>

Auburn Clean-up

- April 18-19
- October 17-18

**RECOMMENDATION:** To approve the 2025 Holiday schedule with full pay and the 2025 Events Schedule as presented by staff.

**FUNDING:** N/A





**MAYOR**  
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Joshua Rowan

AGENDA ITEM NO:     D    

**TO:** MAYOR & COUNCIL

**FROM:** Iris Akridge – Public Works Director/  
Jim Aton – Hussey Gay Bell Engineering

**DATE:** November 21, 2024

**PURPOSE:** Metro Water District – Water Efficiency Code Requirement

**BACKGROUND:** The City of Auburn needs to adopt the ordinance for the Metro Water District – Water Efficiency Code Requirements to remain in good faith compliance with the District’s Plan. By maintaining good faith status, the City will continue to be eligible for expanded water and sewer permits and low-interest state funding for infrastructure improvements.

The adoption process for the local Metro Water District Water Efficiency Code requirement begins with submitting the amendment to the Department of Community Affairs (DCA) 60 days prior to the adoption of the amendment (“Model Findings Resolution”). DCA will have 60 days to review and comment on the proposed amendment with three ways to respond – 1) Recommend adoption, 2) Provide no comment/recommendation, 3) Recommend it not be adopted. Please note the District does not anticipate a response from DCA to the City for these request, but in the event that DCA’s Codes Section recommends that the Water Efficiency Plumbing Code Amendments should not be adopted, District staff will work with the local government on a resolution that addresses the concerns expressed by the DCA Codes Section and sets for the basis for the local government voting to proceed as allowed pursuant to O.C.G.A. § 8-2-25(c)(3).

**FUNDING: NA**

**RECOMMENDATION:** Implement the Metro Water District Efficiency Code Requirement through the Department of Community Affairs adoption process to qualify for expanded water and sewer permits and access low-interest state funding for infrastructure improvements.

**Attachments:** #1 - Redline of Changes to Current Code  
#2 - Model Findings Resolution  
#3 - Model Adoption Resolution

**Metro Water District – Water Efficiency Code Requirements**  
**Local Amendment to Plumbing Code**

*[NOTE: The redlines in this local amendment show the changes included in the Metro Water District – Water Efficiency Code Requirements compared to the current Georgia State Minimum Standard Plumbing Code. To adopt this local ordinance, the tracked changes should all be accepted.]*

Amendment to local code of ordinances *[Chapter X, Article Y, Section Z-Z]*. Effective January 1, 2024, the Georgia State Minimum Standard Plumbing Code has been amended by the *[local government]* as follows:

**Chapter 2, Section 202 General Definitions.** Add in alphabetical order and revise, as applicable, the following definitions:

**KITCHEN FAUCET OR KITCHEN FAUCET REPLACEMENT AERATOR.** A kitchen faucet or kitchen faucet replacement aerator that allows a flow of no more than 1.82-0 gallons of water per minute at a pressure of 60 pounds per square inch and conforms to the applicable requirements in ASME A112.18.1/CSA B125.1.

**LAVATORY FAUCET OR LAVATORY FAUCET REPLACEMENT AERATOR.** A lavatory faucet or lavatory faucet replacement aerator that allows a flow of no more than 1.25 gallons per minute at a pressure of 60 pounds per square inch and is listed to the WaterSense High Efficiency Lavatory Faucet Specification.

**LANDSCAPE IRRIGATION.**

**Flow sensor.** An inline device in a landscape irrigation system that produces a repeatable signal proportional to flow rate.

**Lawn or Landscape Irrigation system.** An assembly of component parts that is permanently installed for the controlled distribution of water to irrigate landscapes such as ground cover, trees, shrubs, and other plants. Lawn and Landscape Irrigation System refer to the same system.

**Master shut-off valve.** An automatic valve such as a gate valve, ball valve, or butterfly valve) installed as part of the landscape irrigation system capable of being automatically closed by the WaterSense controller. When this valve is closed water will not be supplied to the landscape irrigation system.

**Pressure regulating device.** A device designed to maintain pressure within the landscape irrigation system at the manufacturer's recommended operating pressure and that protects against sudden spikes or drops from the water source.

**Rain sensor shut-off.** An electric device that detects and measures rainfall amounts and overrides the cycle of a landscape irrigation system so as to turn off such system when a predetermined amount of rain has fallen.

**WaterSense irrigation controller.** Is a weather-based or soil moisture-based irrigation controllers labeled under the U.S. Environmental Protection Agency's WaterSense program, which includes standalone controllers, add-on devices, and plug-in devices that use current weather data as a basis for scheduling irrigation.



WaterSense spray sprinkler bodies. A sprinkler body with integral pressure regulation, generating optimal water spray and coverage labeled under the U.S. Environmental Protection Agency's WaterSense program.

**SHOWER HEAD.** A shower head that allows a flow of no more than the average of 2.05 gallons of water per minute at 860 pounds per square inch of pressure, ~~and is listed in the WaterSense Specification for Showerheads,~~ and meets the US Department Definition of Energy definition of showerhead.

**Chapter 6, Section 604.4 Maximum Flow and Water Consumption.** Revise Section 604.4 to read as follows:

Consistent with the general approach taken in Georgia, these Maximum Flow and Water Consumption requirements and related definitions in Section 604.4 of the plumbing code shall apply to all plumbing systems, including those in one- and two-family dwellings. The maximum water consumption flow rates and quantities for all plumbing fixtures and fixture fittings shall be in accordance with Table 604.4.

**Exceptions:**

1. Blowout design water closets having a water consumption not greater than 3½ gallons (13 L) per flushing cycle.
2. Vegetable sprays.
3. Clinical sinks having a water consumption not greater than 4½ gallons (17 L) per flushing cycle.
4. Laundry tray sinks and ~~S~~service sinks.
5. Emergency showers and eye wash stations.

TABLE 604.4  
MAXIMUM FLOW RATES AND CONSUMPTION FOR  
PLUMBING FIXTURES AND FIXTURE FITTINGS

PLUMBING FIXTURE OR FIXTURE FITTING	MAXIMUM FLOW RATE OR QUANTITY <sup>b</sup>
Lavatory <u>faucet and replacement aerators</u> , private	<u>WaterSense Labeled &amp; 1.25</u> gpm at 60 psi <sup>f</sup>
Lavatory faucet, public (metering)	0.25 gallon per metering cycle
Lavatory, public (other than metering)	0.5 gpm at 60 psi
Showerhead <sup>a</sup>	<u>WaterSense Labeled &amp; 2.52.0</u> gpm at <u>8060</u> psi <sup>f</sup>
<u>Kitchen Sink faucet and replacement aerators</u>	<u>2.01.8</u> gpm at 60 psi <sup>f,g</sup>
Urinal	0.5 gallon per flushing cycle <sup>f</sup>

Water closet	1.28 gallons per flushing cycle <sup>c, d, e, f</sup>
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For SI: 1 gallon = 3.785 L, 1 gallon per minute = 3.785 L/m,  
1 pound per square inch = 6.895 kPa.

a. A hand-held shower spray is a shower head. As point of clarification, multiple shower heads may be installed in a single shower enclosure so long as each shower head individually meets the maximum flow rate, the WaterSense requirements, and the US Department of Energy definition of showerhead. However, multiple shower heads are not recommended for water efficiency purposes.

b. Consumption tolerances shall be determined from referenced standards.

c. For flushometer valves and flushometer tanks, the average flush volume shall not exceed 1.28 gallons.

d. For single flush water closets, including gravity, pressure assisted and electro-hydraulic tank types, the average flush volume shall not exceed 1.28 gallons.

e. For dual flush water closets, the average flush volume of two reduced flushes and one full flush shall not exceed 1.28 gallons.

f. See 2014 GA Amendment to Section 301.1.2 'Waiver from requirements of high efficiency plumbing fixtures'.

g. Kitchen faucets are permitted to temporarily increase the flow above the maximum rate, but not to exceed 2.2 gpm (8.3 L/m) at 60 psi (414 kPa) and must revert to a maximum flow rate of 1.8 gpm (6.8 L/m) at 60 psi (414 kPa) upon valve closure.

**604.4.1 Clothes Washers.** Residential clothes washers shall be in accordance with the Energy Star program requirements.

#### **604.4.2 Cooling Tower Water Efficiency.**

**604.4.2.1 Once-Through Cooling.** Once-through cooling using potable water is prohibited.

**604.4.2.2 Cooling Towers and Evaporative Coolers.** Cooling towers and evaporative coolers shall be equipped with makeup water and blow down meters, conductivity controllers and overflow alarms. Cooling towers shall be equipped with efficiency drift eliminators that achieve drift reduction to 0.002 percent of the circulated water volume for counterflow towers and 0.005 percent for crossflow towers.

**604.4.2.3 Cooling Tower Makeup Water.** Water used for air conditioning, cooling towers shall not be discharged where the hardness of the basin water is less than 1500 mg/L. Exception: Where any of the following conditions of the basin water are present: total suspended solids exceed 25 ppm, CaCO<sub>3</sub> exceeds 600 ppm, chlorides exceed 250 ppm, sulfates exceed 250 ppm, or silica exceeds 150 ppm.

**604.4.3 Landscape Irrigation System Efficiency Requirements.** The requirements in Section 604.4.3 apply to all new landscape irrigation systems connected to the public water system except those (a) used for agricultural operations as defined in the Official Code of Georgia Section 1-3-3, (b) used for golf courses, and (c) dependent



upon a nonpublic water source. Nothing in this Code or this Section 604.4.3 is intended to require that landscape irrigation systems must be installed at all premises. The landscape irrigation efficiency requirements in this Section 604.4.3 apply only when someone voluntarily chooses, or is otherwise required by some requirement beyond this Code, to install a landscape irrigation system on premises.

**604.4.3.1 Avoiding Water Waste Through Design.** All new landscape irrigation systems shall adhere to the following design standards:

1. Pop-up type sprinkler heads shall pop-up to a height above vegetation level of not less than four (4) inches above the soil level when emitting water.
2. Pop-up spray heads or rotary sprinkler heads must direct flow away from any adjacent surfaces and must not be installed closer than four inches from impervious surfaces.
3. Areas less than ten (10) feet in width in any direction shall be irrigated with subsurface irrigation or by other means that produces no overspray or runoff.
4. Narrow or irregular shaped landscaped areas, less than four (4) feet in any direction across opposing boundaries shall not be irrigated by any irrigation emission device except sub-surface or low flow emitters with flow rates not to exceed 6.3 gallons per hour.

**604.4.3.2 Landscape Irrigation System Required Components.** All new landscape irrigation systems shall include the following components:

1. A rain sensor shut-off installed in an area that is unobstructed by trees, roof over hangs, or anything else that might block rain from triggering the rain sensor shutoff.
2. A master shut-off valve for each controller installed as close as possible to the point of connection of the water but downstream of the backflow prevention assembly.
3. Pressure-regulating devices such as valve pressure regulators, sprinkler head pressure regulators, inline pressure regulators, WaterSense spray sprinkler bodies, or other devices shall be installed as needed to achieve the manufacturer's recommended pressure range at the emission devices for optimal performance.
4. Except for landscape irrigation systems serving a single-family home, all other systems must also include:
  - (a) a WaterSense irrigation controller; and
  - (b) at least one flow sensor, which must be installed at or near the supply point of the landscape irrigation system and shall interface with the control system, that when connected to the WaterSense controller will detect and report high flow conditions to such controller and automatically shut master valves. The flow sensor serves to aid in detecting leaks or abnormal flow conditions by suspending irrigation. High flow conditions should be consistent with manufacturers' recommendations and specifications.

**Chapter 13 NONPOTABLE WATER SYSTEMS, Section 1304 Reclaimed Water Systems.** Revise Section 1304.3.2 to read as follows:

**1304.3.2 Connections to water supply.** Reclaimed water provided from a reclaimed wastewater treatment ~~system~~facility permitted by the Environmental Protection Division may be used to supply water closets, urinals, trap primers for floor drains and floor sinks, water features and other uses approved by the Authority Having Jurisdiction, in motels, hotels, apartment and condominium buildings, and commercial, industrial, and institutional buildings, where the individual guest or occupant does not have access to plumbing. Also, other systems that may use a lesser quality of water than potable water such as water chillers, carwashes or an industrial process may be supplied with reclaimed water provided from a reclaimed wastewater treatment

facility permitted by the Environmental Protection Division. The use of reclaimed water sourced from any new private reclaimed wastewater treatment system for outdoor irrigation shall be limited to golf courses and agriculture operations as defined in the Official Code of Georgia Section 1-3-3, and such reclaimed water shall not be approved for use for irrigating any other outdoor landscape such as ground cover, tree, shrubs, or other plants. These limitations do not apply to reclaimed water sourced from existing private reclaimed water systems or from existing or new, governmentally-owned reclaimed wastewater treatment systems.

**Appendix E, Section E101.1.2.** Revise Section E.101.1.2 to read as follows:

Because of the variable conditions encountered in hydraulic design, it is impractical to specify definite and detailed rules for sizing of the water piping system. Accordingly, other sizing or design methods conforming to good engineering practice standards are acceptable alternatives to those presented herein. Without limiting the foregoing, such acceptable design methods may include for multi-family buildings the Peak Water Demand Calculator from the IAPMO/ANSI 2020 Water Efficiency and Sanitation Standard for the Built Environment, which accounts for the demands of water-conserving plumbing fixtures, fixture fittings, and appliances. If future versions of the Peak Water Demand Calculator including other building types, such as commercial, such updated version shall be an acceptable design method.

## **Model Findings Resolution**

**RESOLUTION NO. [ ] OF [Local Government]  
FINDINGS ON PROPOSED LOCAL AMENDMENT TO PLUMBING CODE FOR WATER EFFICIENCY  
SUBMISSION OF PROPOSED AMENDMENT TO DCA**

**WHEREAS**, the current minimum water efficiency requirements for buildings in the [Local Government's] jurisdiction is the Georgia State Minimum Standard Plumbing Code ("Georgia Plumbing Code") as approved and adopted by the Georgia Department of Community Affairs ("DCA") from time to time;

**WHEREAS**, the [Local Government], like all local governments in the State of Georgia, is authorized under O.C.G.A. § 8-2-25(c) to adopt local requirements when needed that are more stringent than the Georgia Plumbing Code based on local climatic, geologic, topographic, or public safety factors;

**WHEREAS**, the long-term availability, reliability, and resiliency of water supplies is a critical need of the [Local Government] and water efficiency is essential to meeting this need;

**WHEREAS**, the "Local Amendments to Plumbing Code" shown in the redline in Attachment A are more stringent than the Georgia Plumbing Code on water efficacy because the amendments require even more efficient uses of water and provide clarifications on existing allowable practices;

**WHEREAS**, based on its local climatic, geologic, topographic factors included in the regional water resources plan prepared by the Metropolitan North Georgia Water Planning District ("Metro Water District"), of which the [Local Government] is a part, water conservation is especially important to [Local Government] and the Metro Water District;

**WHEREAS**, the [Local Government] has become aware that more water efficient technologies have become widely available at comparable prices and performance to the water efficient technologies currently required as the minimum in the Georgia Plumbing Code;

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. The governing body of the [Local Government] finds that, based on local climatic, geographic, topographic, and public safety factors included in the Metro Water District's plans, it is justified in adopting local water efficiency requirements more stringent than the Georgia Plumbing Code;

2. The [Local Government] is considering codifying these water efficiency requirements in local code as an amendment to Georgia Plumbing Code in the form of the Local Amendments to Plumbing Code shown in the redline in Attachment A; and

3. The [Local Government] is directing its staff to submit this resolution and the Local Amendments to Plumbing Code to DCA for review and comment within 60 days as required by O.C.G.A. § 8-2-25(c)(1).



**Attachment A**

**LOCAL AMENDMENT TO PLUMBING CODE FOR WATER EFFICIENCY**

[Insert the local amendment to plumbing code redline]



## **Model Adoption Resolution**

### **RESOLUTION NO. [\_\_\_\_\_] of [Local Government] ADOPTION OF LOCAL AMENDMENT TO PLUMBING CODE FOR WATER EFFICIENCY**

**WHEREAS**, the current minimum water efficiency requirements for buildings in the **[Local Government's]** jurisdiction is the Georgia State Minimum Standard Plumbing Code ("Georgia Plumbing Code") as approved and adopted by the Georgia Department of Community Affairs ("DCA") from time to time;

**WHEREAS**, the **[Local Government]**, like all local governments in the State of Georgia, is authorized under O.C.G.A. § 8-2-25(c) to adopt local requirements that are more stringent than the Georgia Plumbing Code based on local climatic, geologic, topographic, or public safety factors;

**WHEREAS**, the **[Local Government]** has followed the required procedures in O.C.G.A. § 8-2-25(c) for local adoption of the Local Amendments to Plumbing Code for water efficiency, and DCA has *[recommended that / made no recommendation as to whether / has failed to respond as to whether]* they be adopted. **[NOTE - Please note that if the DCA Codes Section recommends that the Water Efficiency Plumbing Code Amendments should not be adopted, District staff will work with the local government on a resolution that addresses the concerns expressed by the DCA Codes Section and sets forth the basis for the local government voting to proceed as allowed pursuant to O.C.G.A. § 8-2-25(c)(3).]**

**WHEREAS**, the long-term availability, reliability, and resiliency of water supplies is a critical need of the **[Local Government]** and water efficiency is essential to meeting this need;

**WHEREAS**, the **[Local Government]** is adopting the Local Amendments to Plumbing Code to meet this critical need and to comply the requirements of Metropolitan North Georgia Water Planning District's 2022 Water Resources Plan in the WSWC-8 Action Item on Metro Water District – Water Efficiency Code Requirements.

#### **NOW, THEREFORE, BE IT RESOLVED THAT:**

1. The governing body of the **[Local Government]** finds that, based on local climatic, geographic, topographic, and public safety factors, it is justified in adopting the water efficiency requirements in the Local Amendments to Plumbing Code that are more stringent than the Georgia Plumbing Code;
2. The **[Local Government]** has followed the required procedures in O.C.G.A. § 8-2-25(c).
3. The **[Local Government]** hereby adopts the Local Amendments to Plumbing Code, which will take effect on January 1, 2024.



# City of Auburn Police Department



**A Community Oriented Law Enforcement Agency**

**Chris Hodge**  
Chief of Police

1361 Fourth Avenue Auburn, Georgia 30011  
Telephone 770-513-8657 Fax 770-682-4428

**Rick Roquemore**  
Mayor

---

Agenda Item No.     E    

To: Mayor and Council  
From: Chief Chris Hodge  
Date: November 21, 2024

## **Purpose**

Consider approving changes to City of Auburn Ordinance 15.14.030 pertaining to garage enclosures

## **Background**

Over recent weeks, the City of Auburn Code Enforcement Officer has received several calls from residents desiring to enclose attached garages for elderly family members. With the rising costs associated with housing, allowing residents to enclose garages for additional living space, if done through proper permitting channels, would be of great benefit to Auburn residents. Enclosing garages in residential areas can be justified on several grounds related to practicality, aesthetics, security, and property value. Enclosed garages, when designed to match the home's architecture, can enhance the overall look of the property and create a more cohesive residential aesthetic in addition to usable living spaces. It's a practical choice for homeowners looking to maximize the usability and attractiveness of their property while providing additional living space in a time where housing is unaffordable to the most vulnerable in our community.

## **Funding**

No funding necessary

## **Recommendation**

Approve proposed changes to City of Auburn Ordinance 15.14.030

## **Attachments**

1. Proposed changes to City of Auburn Ordinance 15.14.030

**ORDINANCE NO. 24-019**

**TO AMEND THE CITY OF AUBURN  
CODE OF ORDINANCES  
SECTION 15.34.030 CLOSING GARAGES PERMITTED**

WHEREAS the City has adopted certain construction standards and regulations for garages on residential properties within the City limits; and

WHEREAS certain citizens have expressed concern about the current prohibition on enclosing existing garages to improve the value of their property and make affordable living space; and

WHEREAS it is in the best interest of the health, safety and welfare of the citizens of the City to permit City residents the most use of their private property;

NOW THEREFORE the Council of the City of Auburn hereby ordains that Section 15.34.30 of the City Code of Ordinances is hereby deleted and the following is substituted in its place:

**15.34.040 CLOSING GARAGES PERMITTED**

The owner of a single-family home in areas zoned R-100 or AG may enclose an existing residential attached garage to convert to living space, with proper permitting and structure. This shall only be allowed in homes in areas zoned R-100 or AG, with existing attached garage, of one or two car capacity. Under no circumstances shall garage enclosure be permitted in PUD, PSV, or CCD districts. In no case shall a garage be enclosed where the driveway length is less than 20 (twenty) feet from the sidewalk or road frontage to edge of the home. No one shall enclose or alter an existing attached garage without first obtaining proper permitting, to include but not limited to site inspection and environmental health inspection and construction inspection. No plumbing facilities may be installed in the process of the garage enclosure. The garage enclosure must be constructed to match other portions of the home, exterior and interior. The garage enclosure must include in the construction, windows, and siding to match the remaining exterior of the home. The garage enclosure must have the minimum insulation and wiring to conform with the standards set forth in the International Residential Building Code in place at the time of issuance of the permit. The garage enclosure shall have access by doorway(s) to the main dwelling and may not be used for short-term or long-term rental purposes. The garage enclosure must have proper egress to conform with fire safety standards.

**Conflict**

All ordinances or parts of ordinances which conflict with this ordinance and the applicable code are hereby repealed.

Effective Date

This ordinance and the authority granted by and through it shall become effective immediately upon its adoption by the Mayor and Council of the City of Auburn, Georgia.

Severability

If any portion of this ordinance is determined to be unconstitutional or invalid, the rest and remainder of the ordinance shall remain in full force and effect, as if enacted without the portion declared unconstitutional or invalid.

SO ORDAINED this \_\_\_\_\_ day of December, 2024.

\_\_\_\_\_  
Mayor Richard E. Roquemore

\_\_\_\_\_  
Robert L. Vogel, III Council Member

\_\_\_\_\_  
Taylor J. Sisk, Council Member

\_\_\_\_\_  
Jamie L. Bradley, Council Member

\_\_\_\_\_  
Joshua Rowan, Council Member

ATTEST:

By: \_\_\_\_\_  
Brooke Haney City Clerk



**MAYOR**  
Rick E. Roquemore

**CITY ADMINISTRATOR**  
Michael E. Parks

**CITY COUNCIL**  
Robert L. Vogel III  
Taylor J. Sisk  
Jamie L. Bradley  
Joshua Rowan

**AGENDA ITEM: F**

**TO:** Mayor and Council

**FROM:** Michael Parks  
City Administrator

**DATE:** November 21, 2024

**PURPOSE:** To extend the engineer service to cover the raw water storage pond pipeline.

**BACKGROUND:** Extend Hussey Gay Bell Construction Administration and Observation agreement to cover phase A of the Raw Water storage pond piping and pump station project that connects Rock Creek to the new drinking water treatment plant.

**RECOMMENDATION:** To approve task order #39 as presented by staff.

**FUNDING:** ARPA

**ATTACHMENTS:** Task order #39

**AUTHORIZATION FOR PROFESSIONAL SERVICES  
TASK ORDER**

**CLIENT:** City of Auburn  
PO Box 1059  
Auburn, GA 30011  
Attn: Honorable Rick Roquemore, Mayor, and Auburn City Council

**CONSULTANT:** Hussey, Gay, Bell & DeYoung, Inc., Consulting Engineers      **DATE:** November 14, 2024  
3100 Breckinridge Boulevard, Building 300  
Duluth, Georgia 30096-4986

Page 1 of 15

**RE:**      *Task Order 39*  
**Rock Creek Pump Station and Pipeline, Phase A, Construction Phase Services**  
Auburn Water Supply and Storage Project  
Hussey Gay Bell Project No.: 20-0004-WS

The CLIENT herewith requests and authorizes the CONSULTANT to perform Engineering, Planning, and/or Surveying Services described below and agree to the terms as follows. For the purposes of this agreement, the Contractor is the design-build contractor selected by the CLIENT.

The scope of the work being administered includes 900 feet of 16-inch inside diameter HDPE pipe, 750 feet of 12-inch diameter pipe, one (1) Rock Creek Pumping Station, one (1) Rock Creek Intake #1 and associated appurtenances. The work also includes such administrative services as may be necessary to assist the city with the administration of grants, loans and program management services associated with the project.

**Engineering Services**

The CONSULTANT will provide the following Engineering and Surveying services during the construction of the drinking water treatment plant.

Construction Phase Services Summary is presented below with a detailed list of services presented in ATTACHMENTS A and B.

- A. Attend the pre-construction conference with the CLIENT and selected Contractor. Discuss the construction schedule, pay request submittals, shop drawing submittals, and change order procedures.
- B. Coordinate, collaborate and meet with the Contractor on the minor details to be resolved prior to construction including solids management.
- C. Respond in writing to Contractor requests for information regarding construction of improvements. Assist the Contractor with plan interpretations.
- D. Provide benchmark and property line locations so that the Contractor can locate the buildings and utilities according to the CONSULTANT'S plans.
- E. Review shop drawings and other submittals.

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- F. Review soil test reports and consult with the soils engineer as necessary.
- G. Make periodic site visits (daily) to determine that the work is generally being performed in accordance with the contract drawings and specifications. Report any defective work to the CLIENT.
- H. Meet with the Contractor and CLIENT once each month to discuss progress and review pay applications. The CONSULTANT shall submit a written report to the CLIENT and Contractor for each week's progress. The maximum of duration of construction is anticipated to be six hundred three (603) days or about twenty (20) months. Visits will be made during that period. Near the end of construction, CONSULTANT will seek future authorization to participate in the equipment testing and operations permitting process.
- I. Upon receipt of a pay request from the Contractor, CONSULTANT will visit the site to determine that the payment items have been installed or partly installed. Review and process in a timely manner monthly pay estimates by the Contractor. Recommend payment based on construction completeness to date.
- J. Process any requests for a change in the construction scope by the Contractor. Work shall include: a visit to the site to determine the need for the change, assist the CLIENT in negotiating the cost of the increase/decrease based on fair market value, and upon approval by all parties, issue a written change order describing the revised work along with the agreed upon costs. If the CLIENT requests a change order, it will be prepared as an additional service to this contract.
- K. Review and comment on the Operations and Maintenance Manual to be prepared by the Design-Build Contractor.
- L. Perform an inspection at the substantial completion point of the project and prepare a punch list of any deficient items associated with the plant and site construction.
- M. Perform a final inspection to determine the punch list items have been addressed by the Contractor.

The CLIENT and the CONSULTANT agreed that the above summary of construction phase professional services are more specifically defined in Attachment A. Resident Project Representative services are more specifically defined in Attachment B. Should scope differences be identified, Attachments A and B will govern.

In addition to the Construction Contract Phase Services, the work also includes such administrative services as may be necessary to assist the city with the administration of grants, loans and program management associated with the project.

### Indemnification

The CLIENT and the CONSULTANT agree that the CLIENT will defend, indemnify, and hold harmless the CONSULTANT from any claim or suit whatsoever, including, but not limited to, all payments, expenses or costs involved, arising from, or alleged to have arisen from the Contractor's performance or the failure of the Contractor's work to conform to the design intent and the contract documents. The CONSULTANT agrees to be responsible for his own or his employee's acts, errors, or omissions.

### Schedule

The CONSULTANT anticipates that these tasks will take about six (6) months or one hundred eighty (180) days from Notice to Proceed to completion. Should the construction period exceed this estimate, additional services and compensation will be required.

### Deliverable

Attend construction for the period of the Contractor's agreement and prepare weekly progress reports to CLIENT. Provide baseline project surveying control.

### Fee for Engineering Services

The CLIENT agrees to pay an amount equal to the time and expenses incurred according to the following:

CONSULTANT'S fee for the Engineering Services described above in Items A through M will be a lump sum amount of \$133,485.71 and will be paid in 6 equal monthly amounts. Fee is estimated based on 5.31% of construction costs, reference USDA guidance documents plus effort to assist with grants, loans and program management.

Should this fee need modification, CONSULTANT will seek CLIENT'S concurrence at an early date. CONSULTANT'S fee for the Additional Services will be an amount equal to the number of hours and fractions thereof devoted to the project by each category of personnel assigned to the project multiplied by the respective hourly charge rates, as shown on Attachment C.

The estimated fee is subject to renegotiation if the Engineering Services are not authorized within sixty (60) days from the date of this Authorization.

### Reimbursable Expenses

Reimbursable expenses are included in the above fee budget but may be itemized separately from engineering services on invoices.

### Authorization

CONSULTANT will commence services immediately upon receipt of signed authorization.

### Terms and Conditions

All other terms and conditions of the original agreement between the parties, dated November 2, 2012, remain the same.



Please sign in the space provided and return one (1) original copy to our office. We appreciate the opportunity to provide the City of Auburn this service and look forward to working with you on this project.

**HUSSEY, GAY, BELL & DEYOUNG, INC.**  
**CONSULTING ENGINEERS**

**CITY OF AUBURN**

By: James B. Aton

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

Name/Title: James B. Aton, PE  
Project Manager/Engineer

Name/Title: Rick Roquemore, Mayor

By: Mark Bond

Attest: \_\_\_\_\_

Name/Title: Mark Bond, PE  
President, Atlanta

Name/Title: \_\_\_\_\_

Date: November 15, 2024

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

JBA/sms

ATTACHMENT A

*Construction Phase Services*

A. The CONSULTANT will provide the following construction phase services:

1. *General Administration of Construction Contract.* Consult with CLIENT and act as CLIENT'S representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities and authority of CONSULTANT as assigned in said General Conditions shall not be modified, except as CONSULTANT may otherwise agree in writing. All of CLIENT'S instructions to Contractor will be issued through CONSULTANT, who shall have authority to act on behalf of CLIENT in dealings with Contractor to the extent provided in this Agreement, said General Conditions and except as otherwise provided in writing.
2. *Resident Project Representative (RPR).* When the CONSULTANT must be absent from the site, the CONSULTANT will provide the services of an RPR at the site to assist the CONSULTANT and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit B. The furnishing of such RPR's services will not extend CONSULTANT'S responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.
3. *Selecting Independent Testing Laboratory.* Assist CLIENT in the selection of an independent testing laboratory to perform material testing, compaction and soils testing.
4. *Pre-Construction Conference.* Participate in a pre-construction conference prior to commencement of work at the site.
5. *Baselines and Benchmarks.* As appropriate, establish baselines and benchmarks for locating the work which in CONSULTANT'S judgment are necessary to enable Contractor to proceed.
6. *Visits to Site and Observation of Construction.* In connection with observations of Contractor's work in progress while it is in progress:
  - a. Make visits to the site daily or at intervals appropriate to the various stages of construction, as CONSULTANT deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the work. Such visits and observations by CONSULTANT, 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 CONSULTANT 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 CONSULTANT'S exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, CONSULTANT will determine in general if Contractor's work is proceeding in accordance with the Contract Documents, and CONSULTANT shall keep CLIENT informed of the progress of the Work.
  - b. The purpose of CONSULTANT'S visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable CONSULTANT to better carry out the duties and responsibilities assigned to and undertaken by CONSULTANT during the Construction Phase, and, in addition, by the exercise of CONSULTANT'S efforts as an experienced and qualified design professional, to provide for CLIENT a greater degree of confidence that the completed work will conform in general to the Contract Documents and that the integrity of the design concept of the completed project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by contractor. CONSULTANT shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct,

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or have control over Contractor's work, nor shall CONSULTANT have authority over or responsibility for the site safety, means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, CONSULTANT neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

7. *Defective Work.* Recommend to CLIENT that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, CONSULTANT believes that such work will not produce a completed project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the contract documents.
8. *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. CONSULTANT may issue field orders authorizing minor variations from the requirements of the contract documents.
9. *Change Orders and Work Change Directives.* Recommend change orders and work change directives to CLIENT, as appropriate, and prepare change orders and work change directives as required.
10. *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 in 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. CONSULTANT has an obligation to meet any Contractor's submittal schedule that has earlier been acceptable to CONSULTANT.
11. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
12. *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. CONSULTANT'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. CONSULTANT shall be entitled to rely on the results of such tests.
13. *This Section Not Used.*
14. *Applications for Payment.* Based on CONSULTANT'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 CONSULTANT recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute CONSULTANT'S representation to CLIENT, based on such observations and review, that, to the best of CONSULTANT'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

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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 CONSULTANT'S responsibility to observe Contractor's work. In the case of unit price work, CONSULTANT'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). The responsibilities of CONSULTANT contained in General Conditions are expressly subject to the limitations set forth in General Conditions and other express or general limitations in this Agreement and elsewhere.

- b. By recommending any payment, CONSULTANT shall not thereby be deemed to have represented that observations made by CONSULTANT 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 CONSULTANT in this Agreement and the contract documents. Neither CONSULTANT'S review of Contractor's work for the purposes of recommending payments nor CONSULTANT'S recommendation of any payment including final payment will impose on CONSULTANT 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 CONSULTANT 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 CLIENT free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between CLIENT and Contractor that might affect the amount that should be paid.

15. Contractor's Completion Documents.

- a. Receive and review maintenance and operating instructions, schedules, and guarantees.
- b. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the contract documents, certificates of inspection, tests and approvals, shop drawings, samples and other data approved as provided under General Conditions, 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 CONSULTANT'S review will be limited as provided in General Conditions.
- c. CONSULTANT shall transmit these documents to CLIENT.

16. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire work ready for its intended use, in company with CLIENT and Contractor, conduct an inspection to determine if the work is substantially complete. If after considering any objections of CLIENT, CONSULTANT considers the work substantially complete, CONSULTANT shall deliver a certificate of Substantial Completion to CLIENT and contractor.

17. *Additional Tasks.* Perform or provide the following additional construction phase tasks or deliverables: None.

18. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed work of contractor is acceptable so that CONSULTANT may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, CONSULTANT shall also provide a notice in the form attached hereto as the "Notice of Acceptability of Work" that the work is acceptable to the best of CONSULTANT'S knowledge, information, and belief and based on the extent of the services provided by CONSULTANT under this agreement.

- B. *Duration of Construction Phase.* The construction phase will commence with the execution of the first construction agreement for the project or any part thereof and will terminate upon written recommendation by CONSULTANT for final payment to Contractor. If the project involves more than one prime contract, Construction Phase services may be rendered at different times in respect to the separate contracts.
- C. *Limitation of Responsibilities.* CONSULTANT shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the work. CONSULTANT shall not be responsible for failure of any contractor to perform or furnish the work in accordance with the contract documents.

## PART 2 -- ADDITIONAL SERVICES

### A2.01 Additional Services Requiring CLIENT'S Authorization in Advance

- A. Upon written authorization from CLIENT, CONSULTANT, during the post-construction phase, shall:
  - 1. Provide assistance in connection with the testing and adjusting of project equipment or systems.
  - 2. Assist CLIENT in training CLIENT'S staff to operate and maintain project, equipment, and systems.
  - 3. Assist CLIENT in developing procedures for control of the operation and maintenance of, and record keeping for project equipment and systems.
  - 4. Together with CLIENT, visit the project to observe any apparent defects in the work, assist CLIENT 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. Perform or provide the following additional post-construction phase tasks or deliverables:
  - 6. In company with CLIENT or CLIENT'S representative, provide an inspection of the project within one (1) month before the end of the correction period to ascertain whether any portion of the work is subject to correction.
- B. If authorized in writing by CLIENT, CONSULTANT shall furnish or obtain from others additional services of the types listed below. These services will be paid for by CLIENT as indicated in fee for engineering services.
  - 1. Preparation of applications and supporting documents (in addition to those furnished under basic services) for private or governmental grants, loans or advances in connection with the project; 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.
  - 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 CLIENT.
  - 3. Services resulting from significant changes in the scope, extent, or character of the portions of the project designed or specified by CONSULTANT or its design requirements including, but not limited to, changes in size, complexity, CLIENT'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 CONSULTANT'S control.

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4. Services resulting from CLIENT'S request to evaluate additional study and report phase alternative solutions beyond those identified in contract documents.
5. Services required as a result of CLIENT'S providing incomplete or incorrect project information.
6. Providing renderings or models for CLIENT'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 CLIENT in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by CLIENT.
8. Furnishing services of CONSULTANT'S subconsultants for other than engineering services.
9. Services attributable to more prime construction contracts than one.
10. Services during out-of-town travel required of CONSULTANT other than for visits to the site or CLIENT'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 CLIENT; 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 CLIENT 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.
15. Providing construction re-surveys and restaking to enable Contractor to perform its work 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 the design-build contract.
17. Providing assistance in resolving any hazardous environmental condition in compliance with current laws and regulations.
18. Preparing and furnishing to CLIENT record drawings showing appropriate record information based on project annotated record documents received from Contractor.
19. Preparation of operation and maintenance manuals.

20. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration or other dispute resolution process related to the project.
21. Providing more extensive services required to enable CONSULTANT to issue notices or certifications requested by CLIENT.
22. Other services performed or furnished by CONSULTANT not otherwise provided for in this agreement.

#### **A2.02 Required Additional Services**

- A. CONSULTANT shall perform or furnish, without requesting or receiving specific advance authorization from CLIENT, the additional services of the types listed below. CONSULTANT shall advise CLIENT in writing promptly after starting any such additional services.
1. Services in connection with work change directives and change orders to reflect changes requested by CLIENT so as to make the compensation commensurate with the extent of the additional services rendered.
  2. 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 agreement in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the project or an excessive number of substitutions.
  3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
  4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the work, (2) an occurrence of a hazardous environmental condition, (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.
  5. Services (other than engineering services during the post-construction phase) in connection with any partial utilization of any part of the work by CLIENT prior to substantial completion.
  6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.



**ATTACHMENT B**

*Resident Project Representative*

- A. CONSULTANT shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist CONSULTANT in observing progress and quality of the work. The RPR, assistants, and other field staff under this Attachment B may provide full time representation or may provide representation to a lesser degree when the CONSULTANT is away for the site such as vacation or sick leave.
- B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, CONSULTANT shall endeavor to provide further protection for CLIENT against defects and deficiencies in the work. However, CONSULTANT 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 CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, 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 of construction for Contractor's failure to furnish and perform the work in accordance with the contract documents.
- C. The duties and responsibilities of the RPR are limited to those of CONSULTANT in the Agreement with the CLIENT and in the contract documents, and are further limited and described as follows:
1. *General:* RPR is CONSULTANT'S agent at the site, will act as directed by and under the supervision of CONSULTANT, and will confer with CONSULTANT regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with CONSULTANT and Contractor, keeping CLIENT 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 CLIENT with the knowledge of and under the direction of CONSULTANT.
  2. *Schedules:* Review the progress schedule, schedule of shop drawing and sample submittals, and schedule of values prepared by Contractor and consult with CONSULTANT 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 CONSULTANT'S liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the contract documents.
    - b. Assist CONSULTANT in serving as CLIENT'S liaison with Contractor when Contractor's operations affect CLIENT'S on-site operations.
    - c. Assist in obtaining from CLIENT additional details or information, when required for proper execution of the work.
  5. *Interpretation of Contract Documents:* Report to CONSULTANT when clarifications and interpretations of the contract documents are needed and transmit to Contractor clarifications and interpretations as issued by CONSULTANT.



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 CONSULTANT of availability of samples for examination.
- c. Advise CONSULTANT 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 CONSULTANT.

7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in drawings or specifications and report with RPR's recommendations to CONSULTANT. Transmit to Contractor in writing decisions as issued by CONSULTANT.

8. *Review of Work and Rejection of Defective Work:*

- a. Conduct on-site observations of Contractor's work in progress to assist CONSULTANT in determining if the work is in general proceeding in accordance with the contract documents.
- b. Report to CONSULTANT 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 prejudice 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 CONSULTANT 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 CONSULTANT 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 CLIENT'S personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to CONSULTANT appropriate details relative to the test procedures and systems startups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the project, record the results of these inspections, and report to CONSULTANT.

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, CONSULTANT'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 logbook, 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 CONSULTANT.
- c. Record names, addresses 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 CONSULTANT.

**11. Reports:**

- a. Furnish to CONSULTANT 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 CONSULTANT proposed change orders, work change directives, and field orders. Obtain backup material from Contractor.
- c. Furnish to CONSULTANT and CLIENT copies of all inspection, test, and system startup reports.
- d. Report immediately to CONSULTANT the occurrence of any site accidents, any hazardous environmental conditions, emergencies, or acts of God endangering the work, and property damaged by fire or other causes.

**12. Payment Requests:** Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, 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 CONSULTANT for review and forwarding to CLIENT prior to payment for that part of the work.

**14. Completion:**

- a. Before CONSULTANT issues a certificate of substantial completion, submit to Contractor a list of observed items requiring completion or correction.
- b. Observe whether Contractor has arranged for inspections required by laws and regulations, including but not limited to, those to be performed by public agencies having jurisdiction over the work.
- c. Participate in a final inspection in the company of CONSULTANT, CLIENT, and Contractor and prepare a final list of items to be completed or corrected.
- d. Observe whether all items on final list have been completed or corrected and make recommendations to CONSULTANT 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 CONSULTANT'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 precautions and programs in connection with the activities or operations of CLIENT or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by CONSULTANT.
7. Accept shop drawing or sample submittals from anyone other than Contractor.
8. Authorize CLIENT to occupy the project in whole or in part.

**ATTACHMENT C  
FEE SCHEDULE  
EFFECTIVE January 1, 2024**

Hourly charge rates include salary/wage costs, fringe benefits, overhead costs, and profit margin.

EMPLOYEE CATEGORY	HOURLY CHARGE RATE
Engineer/Principal .....	160.00
Engineer VI .....	150.00
Engineer V .....	145.00
Engineer IV .....	130.00
Engineer III .....	115.00
Engineer II .....	100.00
Engineer I .....	95.00
Land Planner/Principal .....	150.00
Land Planner V .....	140.00
Land Planner IV .....	135.00
Land Planner III .....	110.00
Land Planner II .....	90.00
Land Planner I .....	80.00
Designer III .....	85.00
Designer II .....	75.00
Designer I .....	67.00
Environmental Specialist .....	80.00
CADD Operator .....	65.00
Drafter III .....	55.00
Drafter II/Intern .....	50.00
Project Coordinator .....	80.00
Construction Observer II .....	90.00
Construction Observer I .....	70.00
Surveyor/Principal .....	150.00
Survey Supervisor II .....	120.00
Survey Supervisor I .....	110.00
Survey Technician II .....	95.00
Survey Technician I .....	85.00
Survey Party Chief III .....	90.00
Survey Party Chief II .....	80.00
Survey Party Chief I .....	70.00
Survey Instrument Operator .....	60.00
Survey Assistant .....	45.00
Deed Research Specialist .....	68.00
Senior Administrative Assistant .....	70.00
Administrative Assistant II .....	60.00
Administrative Assistant I .....	48.00
Repro Clerk .....	60.00



**MAYOR**  
Rick E. Roquemore

**CITY ADMINISTRATOR**  
Michael E. Parks

**CITY COUNCIL**  
Robert L. Vogel III  
Taylor J. Sisk  
Jamie L. Bradley  
Joshua Rowan

**AGENDA ITEM: G**

**TO:** Mayor and Council

**FROM:** Michael Parks  
City Administrator

**DATE:** November 21, 2024

**PURPOSE:** Task order #40 is the engineering design service for the pretreatment of the raw water from Rock Creek and the raw water storage pond

**BACKGROUND:** The recent pilot study for removal of certain minerals in the raw water storage pond has been completed and submitted to GA EPD. The pilot study identified Chlorine Dioxide as the preferred pretreatment oxidizer to remove certain minerals. Task order 40 provides engineering design and construction phase service of the proposed chlorine dioxide equipment to be installed at the drinking water treatment plant.

**RECOMMENDATION:** To approve task order #40 as presented by staff.

**FUNDING:** ARPA

**ATTACHMENTS:** Task Order #40

# HUSSEY GAY BELL

Established 1958

## AUTHORIZATION FOR PROFESSIONAL SERVICES TASK ORDER

**CLIENT:** City of Auburn  
PO Box 1059  
Auburn, GA 30011  
Attn: Honorable Rick Roquemore, Mayor, and Auburn City Council

**CONSULTANT:** Hussey, Gay, Bell & DeYoung, Inc.  
3100 Breckinridge Boulevard, Building 300  
Duluth, Georgia 30096-4986

**DATE:** June 6, 2022

Page 1 of 3

**RE: Task Order 40**  
**Design Engineering and Construction Phase Services for Drinking Water**  
**Treatment Plant Chlorine Dioxide System**  
Auburn Water Supply and Storage Project  
Hussey Gay Bell Project No.: 20-0004-WS

The CLIENT herewith requests and authorizes the CONSULTANT to perform Engineering, Planning, and/or Surveying Services described below and agree to the terms as follows. For the purposes of this agreement, the CONTRACTOR is the design-build contractor selected by the CLIENT.

**Background** The recent Pilot Study for removal of Certain Minerals in the Water from the Raw Water Storage Pond has been completed and submitted to Georgi Environmental Protection Division for concurrence. That Pilot Study identified Chlorine Dioxide as the preferred pretreatment oxidizer to remove the Certain Minerals. This Task Order provides engineering design and construction phase services for the proposed chlorine Dioxide equipment to be installed at the new Drinking Water Treatment Plant. Hussey Gay Bell will be assisted by Wiedeman and Singleton, Inc., Consulting Engineers, in this task order.

### Engineering Services

The CONSULTANT will provide the following Engineering, Surveying, and Architectural services during the design and construction of the Chlorine Dioxide System.

Hussey Gay Bell will provide project management, design review, and coordination between this design and the new Drinking Water Treatment Plant. The Wiedeman & Singleton services provided are described in the attached proposal.

### Indemnification

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The CLIENT and the CONSULTANT agreed that the CLIENT will defend, indemnify, and hold harmless the CONSULTANT from any claim or suit whatsoever, including, but not limited to, all payments, expenses or costs involved, arising from, or alleged to have risen from the CONTRACTOR'S performance or the failure of the CONTRACTOR'S work to conform to the design intent and the contract documents. The CONSULTANT agrees to be responsible for his own or his employee's acts, errors, or omissions.

### **Schedule**

The CONSULTANT anticipates that the design tasks will take about 4 months or 120 days from Notice to Proceed to completion. The installation timeline will be defined by the CONTRACTOR but is estimated to be 4 months or 120 days. Should the construction period exceed these estimate additional services and compensation will be required.

### **Deliverable**

Contract document ready for the CONTRACTORS to prepare project cost estimates. Attend construction for the period of the contractor's agreement and prepare bi-weekly progress reports to Auburn. Provide base line project surveying control.

### **Fee for Engineering Services**

The CLIENT agrees to pay an amount equal to the time and expenses incurred according to the following:

CONSULTANT'S fee for the Engineering Services described above and attached is a lump sum amount of \$168,912 and will be billed monthly based upon percent technically complete. \$146,880 is for Weideman and Singleton while \$22,032 is for Hussey Gay Bell.

Should this fee need modification, CONSULTANT will seek CLIENT'S concurrence at an early date. CONSULTANT'S fee for the Additional Services will be an amount equal to the number of hours and fractions thereof devoted to the project by each category of personnel assigned to the project multiplied by the respective hourly charge rates, as shown on Attachment C.

The estimated fee is subject to renegotiation if the Engineering Services are not authorized within sixty (60) days from the date of this Authorization.

### **Reimbursable Expenses**

Reimbursable expenses are included in the above fee budget but may be itemized separately from engineering services on invoices.

### **Authorization**

CONSULTANT will commence services immediately upon receipt of signed authorization.

### **Terms and Conditions**

All other terms and conditions of the original agreement between the parties, dated November 2, 2012, remain the same.

Please sign in the space provided and return one original copy to our office. We appreciate the opportunity to provide the City of Auburn this service and look forward to working with you on this project.

**HUSSEY, GAY, BELL & DEYOUNG, INC.**

**CITY OF AUBURN**

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

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

Name/Title: James B. Aton, PE  
Project Manager/Engineer

Name/Title: Rick Roquemore, Mayor

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

Attest: \_\_\_\_\_

Name/Title: Mark Bond, PE  
President

Name/Title: \_\_\_\_\_

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

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

JBA/sms



## ATTACHMENT A

### *Construction Phase Services*

A. The CONSULTANT will provide the following construction phase services:

1. *General Administration of Construction Contract.* Consult with CLIENT and act as CLIENT'S representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities and authority of CONSULTANT as assigned in said General Conditions shall not be modified, except as CONSULTANT may otherwise agree in writing. All of CLIENT'S instructions to CONTRACTOR will be issued through CONSULTANT, who shall have authority to act on behalf of CLIENT in dealings with CONTRACTOR to the extent provided in this Agreement, said General Conditions and except as otherwise provided in writing.
2. *Resident Project Representative (RPR).* When the CONSULTANT must be absent from the site, the CONSULTANT will provide the services of an RPR at the Site to assist the CONSULTANT and to provide more extensive observation of CONTRACTOR'S work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit B. The furnishing of such RPR's services will not extend CONSULTANT'S responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.
3. *Selecting Independent Testing Laboratory.* Assist CLIENT in the selection of an independent testing laboratory to perform material testing, compaction and soils testing.
4. *Pre-Construction Conference.* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
5. *Baselines and Benchmarks.* As appropriate, establish baselines and benchmarks for locating the Work which in CONSULTANT'S judgment are necessary to enable CONTRACTOR to proceed.
6. *Visits to Site and Observation of Construction.* In connection with observations of CONTRACTOR'S work in progress while it is in progress:
  - a. Make visits to the Site daily or at intervals appropriate to the various stages of construction, as CONSULTANT deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by CONSULTANT, 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 CONSULTANT 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 CONSULTANT'S exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, CONSULTANT will determine in general if CONTRACTOR'S work is proceeding in accordance with the Contract Documents, and CONSULTANT shall keep CLIENT informed of the progress of the Work.

- b. The purpose of CONSULTANT'S visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable CONSULTANT to better carry out the duties and responsibilities assigned to and undertaken by CONSULTANT during the Construction Phase, and, in addition, by the exercise of CONSULTANT'S efforts as an experienced and qualified design professional, to provide for CLIENT a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by CONTRACTOR. CONSULTANT 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 CONSULTANT have authority over or responsibility for the site safety, means, methods, techniques, sequences, or procedures of construction selected by CONTRACTOR, for safety precautions and programs incident to CONTRACTOR'S work, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to CONTRACTOR'S furnishing and performing the Work. Accordingly, CONSULTANT neither guarantees the performance of any CONTRACTOR nor assumes responsibility for any CONTRACTOR'S failure to furnish and perform its work in accordance with the Contract Documents.
7. *Defective Work.* Recommend to CLIENT that CONTRACTOR'S work be disapproved and rejected while it is in progress if, on the basis of such observations, CONSULTANT believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
8. *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. CONSULTANT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
9. *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to CLIENT, as appropriate, and prepare Change Orders and Work Change Directives as required.
10. *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 in 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. CONSULTANT has an obligation to meet any CONTRACTOR'S submittal schedule that has earlier been acceptable to CONSULTANT.
11. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by CONTRACTOR.

12. *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. CONSULTANT'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. CONSULTANT shall be entitled to rely on the results of such tests.
13. *This Section Not Used.*
14. *Applications for Payment.* Based on CONSULTANT'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 CONSULTANT recommends CONTRACTOR be paid. Such recommendations of payment will be in writing and will constitute CONSULTANT'S representation to CLIENT, based on such observations and review, that, to the best of CONSULTANT'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 CONSULTANT'S responsibility to observe CONTRACTOR'S work. In the case of unit price work, CONSULTANT'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). The responsibilities of CONSULTANT contained in General Conditions are expressly subject to the limitations set forth in General Conditions and other express or general limitations in this Agreement and elsewhere.
  - b. By recommending any payment, CONSULTANT shall not thereby be deemed to have represented that observations made by CONSULTANT 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 CONSULTANT in this Agreement and the Contract Documents. Neither CONSULTANT'S review of CONTRACTOR'S work for the purposes of recommending payments nor CONSULTANT'S recommendation of any payment including final payment will impose on CONSULTANT 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 CONSULTANT 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 CLIENT free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between CLIENT and CONTRACTOR that might affect the amount that should be paid.

15. CONTRACTOR'S Completion Documents.

- a. Receive and review maintenance and operating instructions, schedules, and guarantees.
- b. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under General Conditions, 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 CONSULTANT'S review will be limited as provided in General Conditions.
- c. CONSULTANT shall transmit these documents to CLIENT.

16. *Substantial Completion.* Promptly after notice from CONTRACTOR that CONTRACTOR considers the entire Work ready for its intended use, in company with CLIENT and CONTRACTOR, conduct an inspection to determine if the Work is Substantially Complete. If after considering any objections of CLIENT, CONSULTANT considers the Work Substantially Complete, CONSULTANT shall deliver a certificate of Substantial Completion to CLIENT and CONTRACTOR.

17. *Additional Tasks.* Perform or provide the following additional Construction Phase tasks or deliverables: None.

18. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of CONTRACTOR is acceptable so that CONSULTANT may recommend, in writing, final payment to CONTRACTOR. Accompanying the recommendation for final payment, CONSULTANT shall also provide a notice in the form attached hereto as the "Notice of Acceptability of Work" that the Work is acceptable to the best of CONSULTANT'S knowledge, information, and belief and based on the extent of the services provided by CONSULTANT under this Agreement.

B. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the first Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by CONSULTANT for final payment to CONTRACTORS. If the Project involves more than one prime contract, Construction Phase services may be rendered at different times in respect to the separate contracts.

C. *Limitation of Responsibilities.* CONSULTANT shall not be responsible for the acts or omissions of any CONTRACTOR, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. CONSULTANT shall not be responsible for failure of any CONTRACTOR to perform or furnish the Work in accordance with the Contract Documents.

PART 2 -- ADDITIONAL SERVICES

**A2.01 Additional Services Requiring CLIENT'S Authorization in Advance**

- A. Upon written authorization from CLIENT, CONSULTANT, during the Post-Construction Phase, shall:
  1. Provide assistance in connection with the testing and adjusting of Project equipment or systems.

2. Assist CLIENT in training CLIENT'S staff to operate and maintain Project, equipment, and systems.
  3. Assist CLIENT in developing procedures for control of the operation and maintenance of, and record keeping for Project equipment and systems.
  4. Together with CLIENT, visit the Project to observe any apparent defects in the Work, assist CLIENT 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. Perform or provide the following additional Post-Construction Phase tasks or deliverables:
  6. In company with CLIENT or CLIENT'S representative, provide an inspection of the Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.
- B. If authorized in writing by CLIENT, CONSULTANT shall furnish or obtain from others Additional Services of the types listed below. These services will be paid for by CLIENT as indicated in Fee for Engineering Services.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; 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.
  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 CLIENT.
  3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by CONSULTANT or its design requirements including, but not limited to, changes in size, complexity, CLIENT'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 CONSULTANT'S control.
  4. Services resulting from CLIENT'S request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Contract Documents.
  5. Services required as a result of CLIENT'S providing incomplete or incorrect Project information.
  6. Providing renderings or models for CLIENT'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 CLIENT in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories

required in connection with construction performed by CLIENT.

8. Furnishing services of CONSULTANT'S SUBCONSULTANTS for other than Engineering Services.
9. Services attributable to more prime construction contracts than one.
10. Services during out-of-town travel required of CONSULTANT other than for visits to the Site or CLIENT'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 CLIENT; 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 CLIENT 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.
15. Providing construction re-surveys and restaking to enable CONTRACTOR to perform its work 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 the Design-Build Contract.
17. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.
18. Preparing and furnishing to CLIENT Record Drawings showing appropriate record information based on Project annotated record documents received from CONTRACTOR.
19. Preparation of operation and maintenance manuals.
20. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration or other dispute resolution process related to the Project.
21. Providing more extensive services required to enable CONSULTANT to issue notices or certifications requested by CLIENT.

22. Other services performed or furnished by CONSULTANT not otherwise provided for in this Agreement.

#### **A2.02 Required Additional Services**

- A. CONSULTANT shall perform or furnish, without requesting or receiving specific advance authorization from CLIENT, the Additional Services of the types listed below. CONSULTANT shall advise CLIENT in writing promptly after starting any such Additional Services.
1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by CLIENT so as to make the compensation commensurate with the extent of the Additional Services rendered.
  2. 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 Agreement in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.
  3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
  4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) an occurrence of a Hazardous Environmental Condition, (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.
  5. Services (other than Engineering Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by CLIENT prior to Substantial Completion.
  6. Evaluating an unreasonable claim or an excessive number of claims submitted by CONTRACTOR or others in connection with the Work.

## ***ATTACHMENT B***

### *Resident Project Representative*

- A. CONSULTANT shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist CONSULTANT in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Attachment B may provide full time representation or may provide representation to a lesser degree when the CONSULTANT is away for the site such as vacation or sick leave.
- B. Through such additional observations of CONTRACTOR'S work in progress and field checks of materials and equipment by the RPR and assistants, CONSULTANT shall endeavor to provide further protection for CLIENT against defects and deficiencies in the Work. However, CONSULTANT 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 CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by CONTRACTOR, 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 of construction for CONTRACTOR'S failure to furnish and perform the Work in accordance with the Contract Documents.
- C. The duties and responsibilities of the RPR are limited to those of CONSULTANT in the Agreement with the CLIENT and in the Contract Documents, and are further limited and described as follows:
1. *General:* RPR is CONSULTANT'S agent at the Site, will act as directed by and under the supervision of CONSULTANT, and will confer with CONSULTANT regarding RPR's actions. RPR's dealings in matters pertaining to the CONTRACTOR'S work in progress shall in general be with CONSULTANT and CONTRACTOR, keeping CLIENT 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 CLIENT with the knowledge of and under the direction of CONSULTANT.
  2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by CONTRACTOR and consult with CONSULTANT 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 CONSULTANT'S liaison with CONTRACTOR, working principally through CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents.



- b. Assist CONSULTANT in serving as CLIENT'S liaison with CONTRACTOR when CONTRACTOR'S operations affect CLIENT'S on-site operations.
  - c. Assist in obtaining from CLIENT additional details or information, when required for proper execution of the Work.
- 5. *Interpretation of Contract Documents:* Report to CONSULTANT when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by CONSULTANT.
- 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 CONSULTANT of availability of Samples for examination.
  - c. Advise CONSULTANT 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 CONSULTANT.
- 7. *Modifications:* Consider and evaluate CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to CONSULTANT. Transmit to CONTRACTOR in writing decisions as issued by CONSULTANT.
- 8. *Review of Work and Rejection of Defective Work:*
  - a. Conduct on-Site observations of CONTRACTOR'S work in progress to assist CONSULTANT in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - b. Report to CONSULTANT 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 prejudice 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 CONSULTANT 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 CONSULTANT 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 CLIENT'S personnel, and that CONTRACTOR maintains adequate records thereof.
  - c. Observe, record, and report to CONSULTANT appropriate details relative to the test procedures and systems startups.

- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to CONSULTANT.

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, CONSULTANT'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 CONSULTANT.
- c. Record names, addresses 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 CONSULTANT.

11. Reports:

- a. Furnish to CONSULTANT 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 CONSULTANT proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from CONTRACTOR.
- c. Furnish to CONSULTANT and CLIENT copies of all inspection, test, and system startup reports.
- d. Report immediately to CONSULTANT the occurrence of any Site accidents, any Hazardous Environmental Conditions, emergencies, or acts of God endangering the Work, and property damaged by fire or other causes.

12. *Payment Requests:* Review Applications for Payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, 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 CONSULTANT for review and forwarding to CLIENT prior to payment for that part of the Work.

14. Completion:

- a. Before CONSULTANT issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
- b. Observe whether CONTRACTOR has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.
- c. Participate in a final inspection in the company of CONSULTANT, CLIENT, and CONTRACTOR and prepare a final list of items to be completed or corrected.
- d. Observe whether all items on final list have been completed or corrected and make recommendations to CONSULTANT 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 CONSULTANT'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 precautions and programs in connection with the activities or operations of CLIENT or CONTRACTOR.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by CONSULTANT.
7. Accept Shop Drawing or Sample submittals from anyone other than CONTRACTOR.
8. Authorize CLIENT to occupy the Project in whole or in part.

**ATTACHMENT C  
FEE SCHEDULE  
EFFECTIVE June 26, 2019**

Hourly charge rates include salary/wage costs, fringe benefits, overhead costs, and profit margin.

EMPLOYEE CATEGORY	HOURLY CHARGE RATE
Engineer/Principal .....	160.00
Engineer VI .....	150.00
Engineer V .....	145.00
Engineer IV .....	130.00
Engineer III .....	115.00
Engineer II .....	100.00
Engineer I .....	95.00
Land Planner/Principal .....	150.00
Land Planner V .....	140.00
Land Planner IV .....	135.00
Land Planner III .....	110.00
Land Planner II .....	90.00
Land Planner I .....	80.00
Designer III .....	85.00
Designer II .....	75.00
Designer I .....	67.00
Environmental Specialist .....	80.00
CADD Operator .....	65.00
Drafter III .....	55.00
Drafter II/Intern .....	50.00
Project Coordinator .....	80.00
Construction Observer II .....	90.00
Construction Observer I .....	70.00
Surveyor/Principal .....	150.00
Survey Supervisor II .....	120.00
Survey Supervisor I .....	110.00
Survey Technician II .....	95.00
Survey Technician I .....	85.00
Survey Party Chief III .....	90.00
Survey Party Chief II .....	80.00
Survey Party Chief I .....	70.00
Survey Instrument Operator .....	60.00
Survey Assistant .....	45.00
Deed Research Specialist .....	68.00
Senior Administrative Assistant .....	70.00
Administrative Assistant II .....	60.00
Administrative Assistant I .....	48.00
Repro Clerk .....	60.00



**MAYOR**  
Richard E. Roquemore

**CITY ADMINISTRATOR**  
Michael E. Parks

**CITY COUNCIL**  
Robert L. Vogel, III  
Taylor J. Sisk  
Jamie L. Bradley  
Joshuah Rowan

**AGENDA ITEM NO:** \_\_\_\_ 2 \_\_\_\_

**TO:** MAYOR & COUNCIL

**FROM:** Iris Akridge – Public Works Director

**DATE:** December 12, 2024

**PURPOSE:** To consider approving 7<sup>th</sup>. Street for the 2024 LRA Grant Paving Project

**BACKGROUND:** The City of Auburn has awarded A&S Paving, Inc. for the 2024 Local Road Assistance (LRA) project. College Street was approved with a budget of \$57,133.50 out of a total amount of \$127,268.77.

Due to the City being unable to complete the radius area within GDOT's right-of-way, approximately \$70,135.27 remains from this project. It has been proposed to use the additional funds for improvements on 7<sup>th</sup> Street near College Street. Since the contractor is already working nearby, there will be no additional mobilization costs.

7<sup>th</sup> Street, which is about 485 linear feet, has all necessary details of the work to be completed included in the agenda packet. A&S Paving is proposing to resurface street at \$33,841.75.

**FUNDING:** State LRA Grant **\$33,841.75**

**RECOMMENDATION:** To approve 7<sup>th</sup> Street for the additional 2024 Local Road Assistance Grant paving to A&S Paving, Inc. in the amount of \$33,841.75.

**ATTACHMENT:** Cost Estimate for 7<sup>th</sup> Street Paving



Milling	1036.5	SY	\$7.50	\$7,773.75
Asphalt 9.5 mm	85.5	TON	\$140.00	\$11,970.00
Excavation Patch	35.5	CY	\$115.00	\$4,082.50
GAB	40	TON	\$100.00	\$4,000.00
Asphalt Patch	28.5	TON	\$135.00	\$3,847.50
Traffic Control	1	LS	\$1,500.00	\$1,500.00
Thermo Solid 24 In. White	20	LF	\$10.00	\$200.00
Thermo Solid Traffic Stripe 5 In. Yellow	180	LF	\$2.60	\$468.00
	<b>TOTAL</b>			<b>\$33,841.75</b>



**MAYOR**  
Richard E. Roquemore

**CITY ADMINISTRATOR**  
Michael E. Parks

**CITY COUNCIL**  
Robert L. Vogel, III  
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Joshuah Rowan

**AGENDA ITEM NO:** \_\_\_\_ 3 \_\_\_\_

**TO:** MAYOR & COUNCIL

**FROM:** Iris Akridge – Public Works Director

**DATE:** December 12, 2024

**PURPOSE:** Saddle Creek Court Project Contract

**BACKGROUND:** Sunbelt Asphalt was selected as the most qualified contractor for the Saddle Creek Court project. However, not included was a contract outlining the scope of work or a completion date.

**FUNDING:**

**RECOMMENDATION:** To approve the contract between the City of Auburn and the Scruggs Company, operating as Sunbelt Asphalt, for the scope of work on Saddle Creek Court.

**ATTACHMENT:** 2024 Paving Contract Sunbelt Asphalt

STATE OF GEORGIA

BARROW COUNTY

### **PAVING CONTRACT**

THIS AGREEMENT, made and effective as of the \_\_\_\_\_ day of December, 2024 and between the City of Auburn, Georgia, herein called "Owner", and THE SCRUGGS COMPANY, d/b/a/ SUNBELT ASPHALT, herein called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

### **DESCRIPTION OF WORK**

The Scope of Work includes, but is not limited to, furnishing of all labor, materials, and services necessary for full depth reclamation, road repairs and rejuvenation of existing roads within the City including excavating shoulders and spreading additional material into shoulder areas to bring to desired grade and paving the entire roadway with rejuvenated material. The roadways to be improved within the City Limits of Auburn as described below.

City Streets including: Saddlecreek Court. All work shall be performed in conformance with Bid Documents, Plans, Specifications and Notice of Award attached hereto as Exhibit "A."

The Contractor is responsible for providing a flush tie-in with existing asphalt pavement. The proper demolition and rejuvenation of existing pavement and other miscellaneous items as indicated on the bid documents are part of the Contractor's Scope of Work.

All Erosion Control measures required are the responsibility of the Contractor. Erosion Control measures may include but are not limited to Silt Fence, Temporary Sediment Traps (Sd2-P), Rip Rap (St), Temporary Grassing, and Permanent Grassing. The City shall be responsible for final dressing of road shoulders.

All quantities and measurements are approximate. Contractor has visited the project site and determined his own quantities for bidding this project. Contractor shall be responsible for any changes in quantities. Existing grades and crown of roadway shall be maintained to direct storm water towards the shoulder, ditch, and new curb and gutter, if any. Traffic safety devices such as signage, barricades, etc., are the Contractor's responsibility. The protection of the public-at-large, and Contractor's personnel is part of this contract and the Contractor's sole responsibility. The Contractor is responsible for verifying all lengths of roadway and quantities required to complete the asphalt work for this project.

**All work shall be completed no later than 30 days upon approval of contract.**

#### **Additional items within Scope of Work**

- A. A site visit has been made by Contractor and subcontractors to determine the exact nature and scope of the work to be done. Contractor is responsible for proper removal and disposal all demolition materials (existing asphalt, etc.) to a State approved disposal facility at no additional cost to the Owner. Contractor shall tie in and feather new asphalt into existing asphalt so that there is a smooth transition with the new asphalt.
- B. If any unforeseen sub-grade conditions arise the Contractor shall immediately notify the Owner and/or Owner's representative before proceeding with any work to determine the course of action. The City of Auburn will provide a Geotechnical Engineer if required to qualify and quantify the areas and determine the method of sub-grade repair in coordination with the Owner and/or Owner's Representative on a case by case basis.

- C. The Contractor is required to proof roll the subgrade and GAB to demonstrate that compaction meets City of Auburn Standards.
- D. Contractor is responsible for verifying on all lengths of roadway and quantities required to complete the asphalt repaving work for this project.
- E. Existing earth subgrade if exposed shall be compacted to 95% Standard Proctor with the top twelve (12") inches compacted to 98% Standard Proctor Density. All soft or yielding areas shall be excavated, refilled and compacted, if required.

#### **END OF DESCRIPTION OF WORK**

CONTRACTOR shall perform the above Scope of Work, hereinafter called the "Project", for the lump sum, fixed price of SIXTY SEVEN THOUSAND SIX HUNDRED NINETY NINE NO/100 Dollars (\$67,699.00) and all extra work in connection therewith, under the terms as stated in the Contract Bid Documents; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Bid Proposal.

CONTRACTOR shall provide the OWNER with Certificates of Insurance, and Performance and Payment Bonds as required by the Contract Documents. Contractor shall maintain general liability insurance in a sum not less than \$1,000,000.00 per occurrence including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, damage to premises, operations, products and contractual liability (specifically covering the indemnity outlined herein), broad-form property damage and underground, explosive and collapse hazard. Contractor shall maintain Workers' Compensation insurance with limits as required by the State of Georgia and Employers' Liability limits. The parties further acknowledge and agree that the funds for the Project are provided by the Georgia Department of Transportation Local Maintenance Improvement Grant (LMIG) program. CONTRACTOR agrees to carry out the Work in accordance with applicable GDOT/LMIG guidelines and regulations.

CONTRACTOR shall indemnify and hold harmless the City of Auburn, Georgia, and its employees officers and agents from any and all damages including attorney's fees and expenses of litigation relating to any claims which may arise from the construction activities described herein, except only those claims related to the sole negligence of the City.

This is a lump sum, fixed price Contract. Notwithstanding any other provision of this Contract, the amount to be paid to Contractor by the City shall not exceed SIXTY SEVEN THOUSAND SIX HUNDRED NINETY NINE and NO/100 Dollars (\$67,699.00) without prior written approval of the Mayor and Council of the City of Auburn.

The OWNER is subject to the requirements of the Georgia Security and Immigration Compliance Act. Accordingly, the requirements of O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 are conditions of this Contract. Compliance with these requirements shall be attested by the execution of the Contractor Affidavit attached hereto, which shall become a part of the awarded contract. In the event the Contractor employs or contracts with any subcontractor(s) in connection with the awarded contract, the Contractor shall secure from such subcontractor(s) attestation of the subcontractor's execution of the Subcontractor Affidavit attached hereto, which shall also become a part of the awarded contract and also a part of the contractor/subcontractor agreement. Contractor shall maintain records of such attestation for inspection by The City of Auburn at any time. Contractor shall be required to provide copies to the City of Auburn upon request. Failure to comply with these rules will result in the termination of any awarded contract where it is subsequently determined that there has been a violation of any provision of the Act or implementing rules and regulations.

Any dispute arising under this Contract shall be heard in the Superior Court of Barrow County, Georgia, and the parties consent to jurisdiction and venue in that Court. The parties waive any defense that it may have to lack of jurisdiction or improper venue and agree to have all disputes resolved in the Superior Court of Barrow County.

CONTRACTOR hereby agrees to commence work under this Contract on or before a date to be specified in a written "Notice of Award" from OWNER and to a fully complete the Project by the date stated above.

The Owner agrees to pay the Contractor in current funds for the performance of the Contract, subject to additions and deductions, on completion of the project and final inspection of the Owner.

The City may terminate this Contract for cause upon ten (10) days prior written notice to the Contractor of the Contractor's default in the performance of any term of this Contract. Such termination shall be without prejudice to any of the City's rights or remedies provided by law.

The City may terminate this Contract for its convenience upon 30 days written notice to the Contractor. In the event of the City's termination of this Contract for convenience, the Contractor will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Contractor, which shall itemize each element of performance.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in two (2) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

OWNER:

CITY OF AUBURN

By: \_\_\_\_\_ (Seal)  
Richard E. Roquemore, Mayor

Attest: \_\_\_\_\_  
Brooke Haney, City Clerk

THE SCRUGGS COMPANYd/b/a/ SUNBELT ASPHALT

By: \_\_\_\_\_ (Seal)

Print Name: \_\_\_\_\_

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