

Statement of Qualifications



➤ Environmental

➤ Civil

➤ Hydraulic

City of Hogansville, Georgia

Proposal for Engineering Services

FY19 CDBG Application

June 2018



June 6, 2018

City of Hogansville
400 East Main Street
Hogansville, Georgia 30230

Attention: Ms. Lynne Miller, Community Development Director

Re: City of Hogansville
FY 2019 Community Development Block Grant

We are pleased to submit our qualifications and a proposal for providing engineering services to the City of Hogansville for the proposed FY 2019 Community Development Block Grant project. *Turnipseed Engineers* has specialized in providing civil and environmental engineering services for cities, counties and authorities throughout Georgia and South Carolina since 1978. Our engineering staff has design experience on over one hundred water, wastewater, roadway and drainage projects funded by the CDBG program.

We are very familiar with the City's water and sewerage systems as our firm provided engineering services on the CDBG projects successfully funded in 2011, 2013, 2015 and 2017, along with various other projects with the City since 2010.

As requested, we are enclosing our proposal including a brief history of our firm, our management approach and other supporting documents.

We look forward to the opportunity to continue working with the City of Hogansville.

Yours truly,

A handwritten signature in black ink that reads "Christopher B. Poje".

Christopher B. Poje, P.E., *President*

CBP: kb
Enclosure

Proposal for Engineering Services

for the

City of Hogansville

for

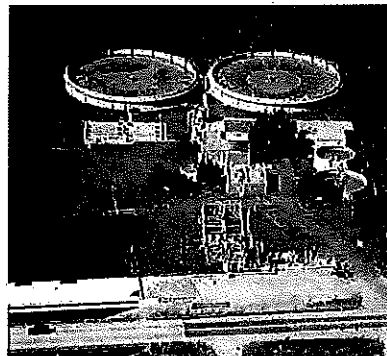
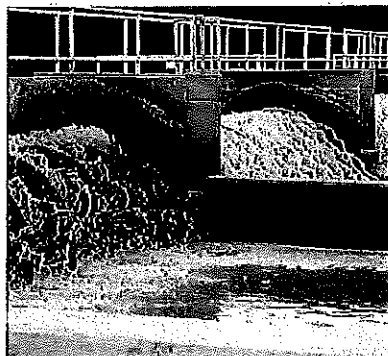
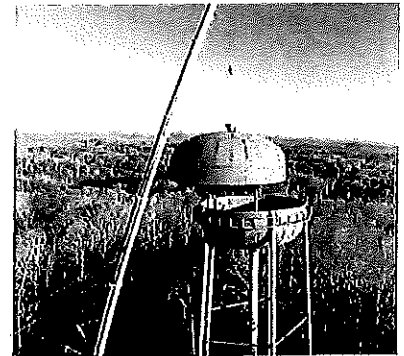
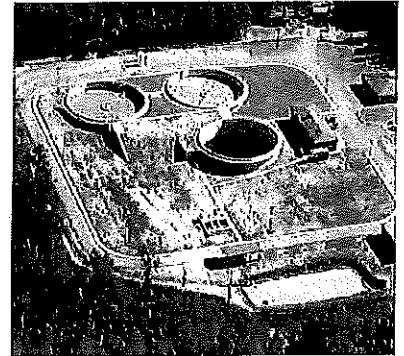
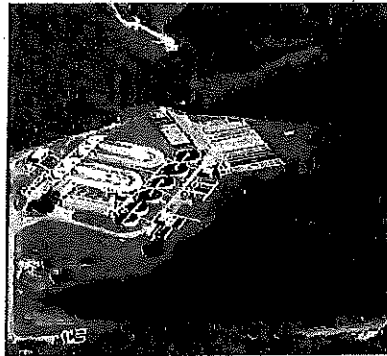
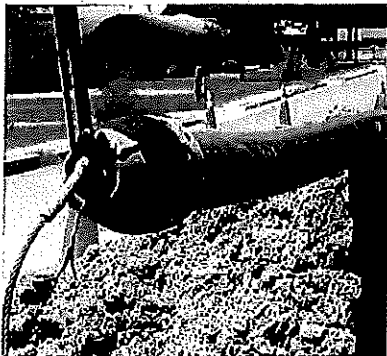
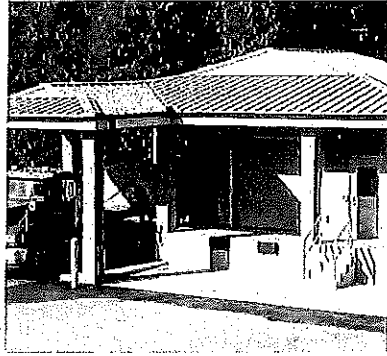
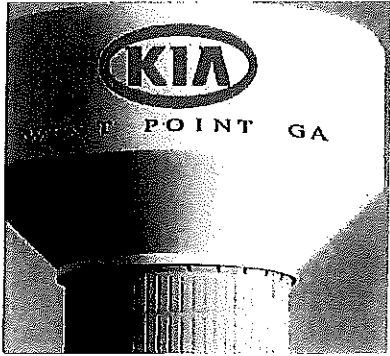
FY2019 Community Development Block Hogansville

June 2018



Atlanta ▪ 2255 Cumberland Parkway ▪ Building 400 ▪ Atlanta, Georgia 30339 ▪ Tel: 770-333-0700

Augusta ▪ 4210 Columbia Road ▪ Building 3 ▪ Augusta, Georgia 30907 ▪ Tel: 706-863-8800



Name of Firm: G. Ben Turnipseed Engineers, Inc. d/b/a Turnipseed Engineers

Address: 2255 Cumberland Parkway, Building 400
Atlanta, Georgia 30339

1. Years in Business in Present Form: Our firm has been providing engineering services for 40 years.
2. Firm's History and Resource Capability to Perform Required Services: In 1978, Ben Turnipseed founded a professional engineering firm to serve small and medium sized municipalities, and counties and authorities throughout Georgia and South Carolina. This new firm quickly established a client base – and we continue to serve those clients to this day. Today, *Turnipseed Engineers* employs a staff of nearly 40, including designers, drafters, surveyors, technical assistants, support staff and 10 registered engineers.

Turnipseed Engineers is a legal corporation and is licensed to provide professional engineering services in the States of Georgia, Alabama, Tennessee, Florida, and South Carolina. Professional engineering license number 8916 is used in Georgia.

The value of our engineering service is measured in both the cost and quality of a project. When serving our broad range of clients, each project is unique. Therefore, our standard project framework includes design engineers working closely with each client to provide innovative and cost effective solutions. *Turnipseed Engineers* staff includes civil, mechanical and electrical engineers, reducing dependence on third parties and resulting in streamlined projects. Together, our engineers and clients determine project goals and work together to achieve these goals. High-quality design, clear, unambiguous bidding documents, and a long history of effective construction contract administration combine to reduce bid costs and costs of change orders due to unforeseen conditions.

Our firm and client base have steadily grown as a result of our commitment to providing the personal service expected from a small engineering firm, delivered with the professionalism and technical resources of a large firm. We provide our clients accountability in the process and excellence in the results.

Turnipseed Engineers has been providing engineering services related to CDBG application preparation, project design and construction for over 28 years – the City of East Ellijay Water System Improvements, our first CDBG project, was funded in 1990 with CDBG funds. Over the years, we have continued to provide engineering services to East Ellijay, and we have also assisted our other clients with over 100 successfully funded and constructed CDBG projects. Our experience includes design of the following type of projects:

- ✧ Sewer Lines
- ✧ Sewerage System Rehabilitation Including televising and video
- ✧ Sewerage System Improvements
- ✧ Sewage Pump Stations
- ✧ Storm Drainage
- ✧ Roadway Improvements
- ✧ Water Lines
- ✧ Water Treatment Plants
- ✧ Groundwater Wells
- ✧ Ground Storage Tanks
- ✧ Pumping Stations
- ✧ Surface Water Withdrawals
- ✧ Elevated Water Storage Tanks
- ✧ Raw Water Reservoirs

3. Titles, Names and Addresses of all Officers:

G. Ben Turnipseed, P.E. – Chairman

2255 Cumberland Parkway, Building 400, Atlanta, Georgia 30339

Christopher B. Poje, P.E. – President and Principal-in-Charge

2255 Cumberland Parkway, Building 400, Atlanta, Georgia 30339

Charles K. Butterfield, P.E. – Vice-President

2255 Cumberland Parkway, Building 400, Atlanta, Georgia 30339

Kenneth E. Green, P.E. – Vice-President

4210 Columbia Road, Building 400, Augusta, Georgia 30907

4. List categories for which firm is legally qualified to do business. Include licenses and registrations where applicable: Civil, Environmental and Hydraulic Engineering

<u>State of Registration</u>	<u>License</u>
Georgia	8916
Florida	20166
Tennessee	113041
Alabama	14778
South Carolina	5593

5. Does your firm carry Errors and Omissions Insurance? Our firm carries Errors and Omission Insurance and a sample copy is included. The City of Hogansville can be listed as an additional Insured.
6. Current Workload? We are currently designing a variety of water and sewerage system improvements for clients throughout Georgia. We plan for the survey and design of CDBG funded projects and have adequate staff and resources to deliver a quality project in a timely manner.
7. If you were awarded the design, bid phase, and inspection for this project, what percentage of construction would your fee be? The scope of services we propose to provide through all phases of the infrastructure improvement project is as follows:

Part A. Preliminary Planning and/or Funding (Prior to Hogansville Award)

- ✦ Assist the Owner with project scope selection to maximize engineering feasibility and application competitiveness
- ✦ Prepare a Preliminary Engineering Report to support the project that includes a description of the existing infrastructure, recommendation of improvements, a detailed cost analysis, consideration of alternatives, a

project schedule and an overview of the required operation and maintenance of the improvements

- ✦ Prepare a Project Report Map to be used by the Hogansville administrator during the application process

Part B. Survey and Design – Plans and Specifications (After Hogansville Award)

- ✦ Field survey the location of existing features within the project area as required to prepare detailed plans and specifications for the proposed improvements
- ✦ Prepare base drawings showing the located features and the proposed improvements. The project cost estimate will be updated based on these drawings.
- ✦ Meet with the Owner to discuss any changes from the Report Map and the updated project cost estimate
- ✦ Prepare final detailed drawings showing the proposed improvements including plan sheets, details, project map and others as may be necessary for the construction of the project
- ✦ Submit final plans and project cost estimate to the Owner for approval
- ✦ Prepare project specifications, bid documents and contract documents based on standards provided by the Owner
- ✦ Submit plans to Georgia Environmental Protection Division, if required
- ✦ Prepare the necessary permit drawing and applications for DOT Utility Facility Encroachment permitting

- ✦ Prepare the necessary Erosion, Sedimentation and Pollution Control plan and Comprehensive Monitoring Plan for permitting by the local authority, if required

Part C. Project Engineering – Bidding, Construction and Implementation (After Hogansville Award)

- ✦ Prepare the necessary advertisements for the Owner to solicit bids from licensed general contractors for the construction of the proposed improvements. Send plans and specifications to general contractors interested in bidding the project. Issue any addenda required.
- ✦ Be present at the bid opening, review the bids received and prepare a certified tabulation of the bids received
- ✦ Make recommendation on contract award and prepare the necessary contract documents for execution by the Owner and contractor
- ✦ Conduct a pre-construction conference, prepare pre-construction conference notes, and issue a notice to proceed
- ✦ Review and approve shop drawings, pay estimates and requests for change orders. Prepare any change orders required and maintain cost control
- ✦ Oversee start-up of the new system components and certify project completion
- ✦ Prepare and furnish record drawings for the project

Part D. Construction Observation, Operation and Maintenance Requirement (After Hogansville Award)

- ✦ Make periodic visits to the site to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents

- + Maintain daily progress reports and provide the Owner with weekly summaries of the project progress
- + Assist with any necessary operation and maintenance

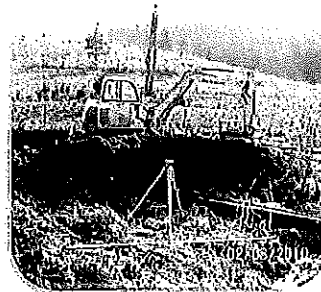
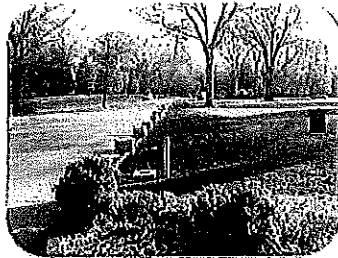
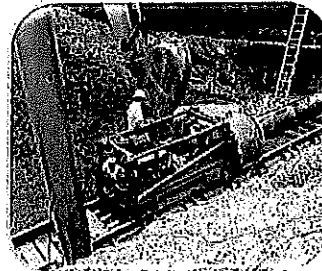
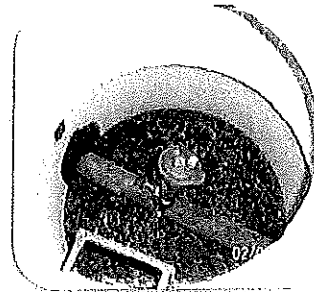
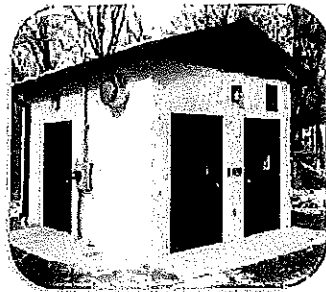
All the proposed fees will be within current Department of Community Affairs guidelines. A sample Agreement for Engineering Services is enclosed.

We propose to provide the preliminary engineering services described in Part A at no cost to the Owner. We propose a lump sum fee not to exceed 8.5% of construction cost for Part B and Part C. Construction observation, reimbursable expenses and additional services outlined in Part D will be invoiced at payroll cost times a multiplier of 1.8. Construction observation fees are estimated to not exceed 3.5% of the construction costs.

We do not charge for mileage of engineers or our survey crews, in effect giving our clients the benefit of a "hometown" engineer. Out of pocket expenses, if any, are typically passed through at a 10% mark-up.

8. Does your firm charge for the preliminary engineering report? If yes, what would the charge be? The Preliminary Engineering Report will be prepared at no charge to the City provided we are selected to perform engineering services on this project once it is funded. Additionally, the value of the report can be used as in-kind leverage for the City's application.
9. List up to five (5) projects which demonstrate skills to be used on CDBG/EIP/EDA projects: A list of 31 separate projects completed for 17 communities throughout Georgia, including the City of Hogansville, follows along with reference information. The projects demonstrate a clear understanding of the CDBG program objectives, as evidenced by multi-phase projects being funded nearly as often as our clients are eligible. Client satisfaction is also demonstrated by providing engineering services for many

years (and counting) to the same, satisfied clients. In addition to the contact information provided for these projects, additional references are listed, beginning on page 31. *Turnipseed Engineers* provided the engineering services required for these projects to be funded, designed, bid and constructed.



**Reference Projects 1, 2, 3, and 4
City of Hogansville – Water and Sewerage System Improvements**

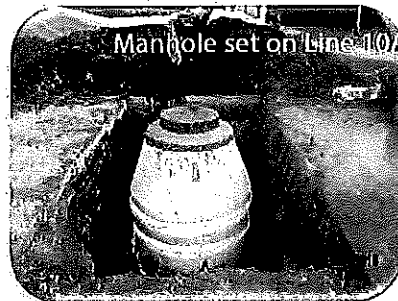
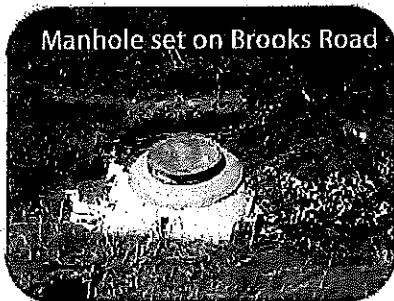
Owner: City of Hogansville
400 East Main Street
Troup County, Georgia
Hogansville, Georgia 30230-1136

Contact: Mayor Bill Stanklewicz (706) 637-8629

Hogansville Administrator: Allen-Smith Consulting
405 Nunnally Farm Road
Monroe, Georgia 30655

Contact: Mrs. Debra Smith (770) 788-3848

<i>Year</i>	<i>Project Description</i>	<i>Total Project Cost</i>
2017 CDBG	Water and Sewerage System Improvements (in design phase): Dig and replace approximately 1,100 linear feet of 6-inch gravity sewer lines, replace approximately 55 water and sewer service connections and construction of sanitary sewer manholes	Approximately \$664,400
2015 CDBG	Sewerage System Improvements: Cured-in-place lining and remove and replace approximately 5,300 linear feet of gravity sewer lines along with pre/post televising and rehabilitation and construction and rehabilitation of sanitary sewer manholes	\$518,280
2013 CDBG	Sewerage System Improvements: Cured-in-place lining and remove and replace approximately 7,000 linear feet of gravity sewer lines along with pre/post televising and rehabilitation and construction of sanitary sewer manholes	\$480,391
2011 CDBG	Sewerage System Improvements: Cured-in-place lining and remove and replace approximately 8,500 linear feet of gravity sewer lines along with pre/post televising and rehabilitation and construction of sanitary sewer manholes	\$491,630



Reference Project 5

City of East Ellijay – Roadway, Water and Sewerage System Improvements

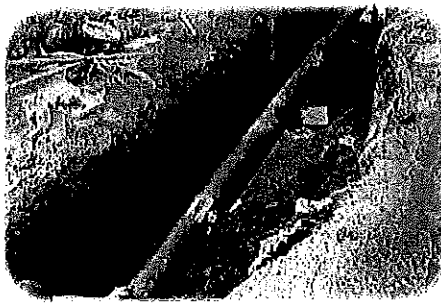
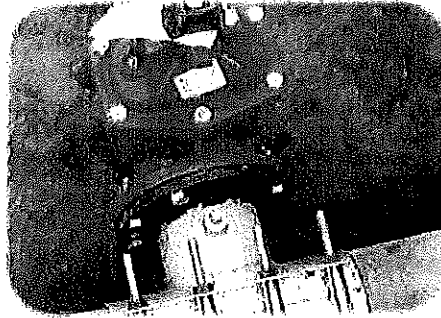
Owner: City of East Ellijay
 Gilmer County, Georgia
 P.O. Box 1060
 East Ellijay, Georgia 30539-0018

Contact: Mr. Gary McVey, Director (706) 276-2202
 Ellijay-Gilmer County
 Water and Sewerage Authority

Hogansville Administrator: Northwest Georgia Administrative Services
 P.O. Box 2143
 Carrollton, Georgia 30112

Contact: Mr. David Ronningen (770) 783-9724

Year	Project Description	Total Project Cost
2010 CDBG	Roadway, Water and Sewerage System Improvements: Construction of approximately 1,425 linear feet of 6-inch ductile iron water line, approximately 1,700 linear feet of 8-inch gravity sewer, approximately 2,000 linear feet of water and sewer service lines, rehabilitate approximately three (3) manholes and overlay approximately 260 tons of recycled asphalt concrete.	\$308,717



Reference Project 6
City of Richland – Sewerage System Improvements

Owner: City of Richland
 Stewart County, Georgia
 390 Broad Street
 Richland, Georgia 31825

Contact: Mr. Adolph McLendon, Mayor (229) 887-3323

Hogansville Administrator: River Valley Regional Commission
 P.O. Box 1908
 710 Front Avenue, Suite A
 Columbus, Georgia 31902-1908

Contact: Mr. Jim Livingston (706) 256-2910

<i>Year</i>	<i>Project Description</i>	<i>Total Project Cost</i>
2014 CDBG	Sewerage System Rehabilitation: Cured-in-place lining of approximately 5,900 linear feet of existing 8-inch gravity sewer lines, pipe bursting of approximately 600 linear feet of existing 8-inch gravity sewer lines, removal and replacement of 6-inch and 8-inch gravity sewer lines, service connection repair and manhole construction and rehabilitation.	\$433,415



**Reference Projects 7, 8, 9, 10, 11, and 12
City of Warrenton -- Water and Sewerage System Improvements**

Owner: City of Warrenton, Warren County, Georgia
P.O. Box 109
Warrenton, Georgia 30828

Contact: Mayor Tony Mimbs (706) 465-3282

Hogansville Administrator: Allen-Smith Consulting
405 Nunnally Farm Road
Monroe, Georgia 30655

Contact: Mrs. Debra Smith (770) 788-3848

Year	Project Description	Total Project Cost
2017 CDBG	Sewerage System Improvements: Rehabilitation of existing 8-inch sewer lines by trenchless rehabilitation and dig and replace services, clean, televise existing lines, manholes, service connections and abandon septic tank	Approximately \$750,000
2012 CDBG	Sewerage System Improvements: Trenchless replacement of over 4,100 linear feet of 8-Inch gravity sewer lines, including cleaning, pre/post video, and rehabilitating existing manholes	\$500,000
2010 CDBG	Water System and Drainage Improvements: Replacing over 2,520 linear feet of water line and drainage improvements with 54-inch reinforced concrete pipe, mat and turf reinforcement and concrete headwalls	\$420,493
2009 CDBG	Sewerage System Rehabilitation: Rehabilitation of existing 8-inch sewer lines by trenchless rehabilitation and dig and replace services	\$438,579
2008 CDBG	Water and Sewerage System Improvements: Installing over 1,800 linear feet of 6-inch PVC water line, fire hydrants, installing over 1,800 linear feet of 8-PVC sewer line, manholes, and over 1,700 linear feet of 8-inch trenchless pipe replacement including cleaning, pre/post video, and rehabilitating existing manholes	\$442,418
2006 CDBG	Sewerage System Improvements: Cured-in-place lining of over 4,300 linear feet of existing 8-inch sewer and rehabilitating existing manholes	\$442,415

**Reference Project 13 and 14
City of Glennville – Sewerage System Improvements**

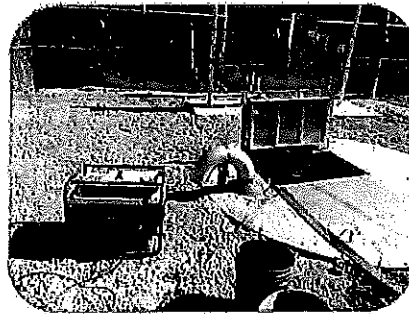
Owner: City of Glennville
134 S. Veterans Boulevard
Tattnall County, Georgia
Glennville, Georgia 30247

Contact: Mrs. Amy Murray, City Manager (912) 654-2461

Hogansville Administrator: Associates In Local Government Assistance
P.O. Box 3127
Valdosta, Georgia 31604

Contact: Mr. Phil Davis (912) 632-7839

<i>Year</i>	<i>Project Description</i>	<i>Total Project Cost</i>
2017 CDBG	Sewerage System Improvements (bidding): Cured-in-place lining of approximately 10,000 linear feet of existing 8-inch gravity sewer lines and approximately 600 linear feet of remove and replace 8-inch gravity sewer lines	<i>Approximately \$665,069</i>
2014 CDBG	Sewerage System Improvements: Cured-in-place lining of approximately 7,900 linear feet of existing 8-inch and 15-inch gravity sewer lines and construction of a submersible raw sewage pump station, valve vault, and approximately 1,200 linear feet of 10-inch force main	<i>\$728,400</i>



**Reference Projects 15 and 16
City of Ludowici – Sewerage System Improvements**

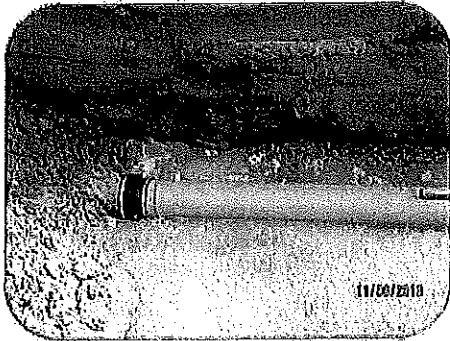
Owner: City of Ludowici
Long County, Georgia
P.O. Box 800
Ludowici, Georgia 31316-0800

Contact: Ms. Tina Skipper, City Clerk (912) 545-0038

Hogansville Administrator: Associates in Local Government Assistance
P.O. Box 2025
Alma, Georgia 31510

Contact: Mr. Phil Davis (912) 632-7839

<i>Year</i>	<i>Project Description</i>	<i>Total Project Cost</i>
2014 CDBG	Sewerage System Improvements: Cured-in-place lining of approximately 1,092 linear feet of existing 8-inch gravity sewer lines, installation of 2,162 linear feet of 8-inch gravity sewer, and installation of a wetwell submersible pump station and force main to serve previously unserved area	\$341,534
2012 CDBG	Sewerage System Improvements: Cured-in-place, remove and replace and pipe bursting of approximately 8,142 linear feet of 8-inch gravity sewer lines along with pre/post televising and rehabilitation and construction of sanitary sewer manholes	\$484,117



Reference Project 17
Town of Alapaha –Sewerage System Improvements

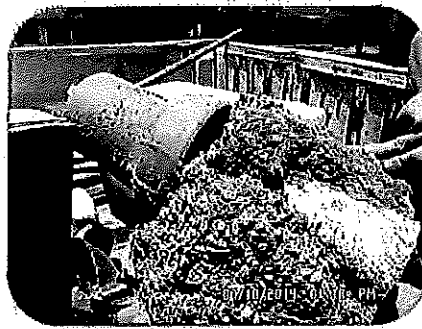
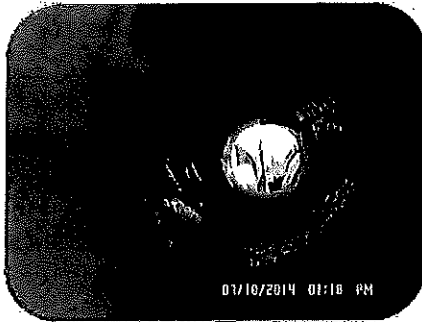
Owner: Town of Alapaha
 Berrien County, Georgia
 P.O. Box 385
 Alapaha, Georgia 31622-0385

Contact: Ms. Deitra Powell, Clerk (229) 532-7475

Hogansville Administrator: Southern Georgia Regional Commission
 327 W. Savannah Avenue
 Valdosta, Georgia 31601

Contact: Mrs. Tonla Hendricks (912) 285-6097

<i>Year</i>	<i>Project Description</i>	<i>Total Project Cost</i>
2012 CDBG	Sewerage System Improvements: Cured-In-place, remove/replace and pipe bursting of approximately 9,000 linear feet of 8-inch gravity sewer line.	\$427,130



Reference Project 18
City of Nashville – Sewerage System Improvements

Owner: City of Nashville
 Berrien County, Georgia
 P.O. Box 495
 Nashville, Georgia 31639-0495

Contact: Mayor Michael Richbourg (229) 686-5527

Hogansville Administrator: Southern Georgia Regional Commission
 327 W. Savannah Avenue
 Valdosta, Georgia 31601

Contact: Ms. Kimberly Hobbs (229) 333-5277

<i>Year</i>	<i>Project Description</i>	<i>Total Project Cost</i>
2012 CDBG	Sewerage System Improvements: Cured-in-place lining and remove and replace of approximately 8,425 linear feet of gravity sewer lines along with pre/post televising and rehabilitation and construction of sanitary sewer manholes.	\$445,840

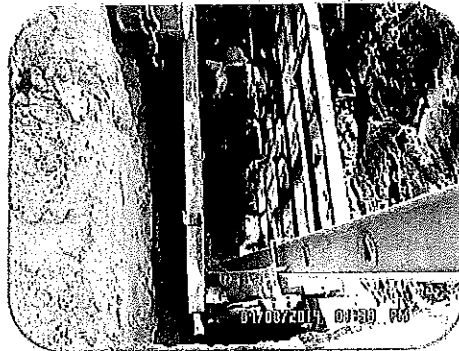


Washington Street Point Repair



Clark Street Work Area

Clark Street Trench Box for Point Repair



Reference Project 19
City of Homerville – Sewerage System Improvements

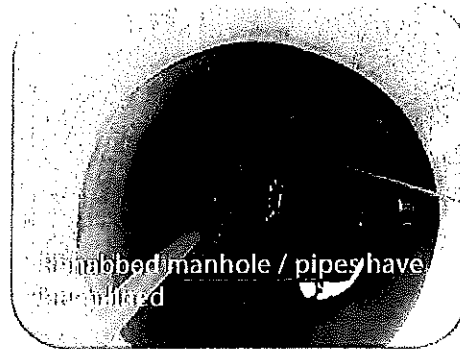
Owner: City of Homerville
 Clinch County, Georgia
 P.O. Box 535
 Homerville, Georgia 31634

Contact: Mayor Thomas Kennedy (912) 487-2375

Hogansville Administrator: Southern Georgia Regional Commission
 327 W. Savannah Avenue
 Valdosta, Georgia 31601

Contact: Mr. Michael Jacobs (912) 285-6097

<i>Year</i>	<i>Project Description</i>	<i>Total Project Cost</i>
2015 CDBG	Sewerage System Improvements: Cured-in-place lining of approximately 3,100 linear feet of existing 8-inch gravity sewer lines. Work also included post-televising, point repairs, pavement repair, service connection repair, manhole construction and rehabilitation.	\$280,495



Reference Project 20
City of Irwinton – Water System Improvements

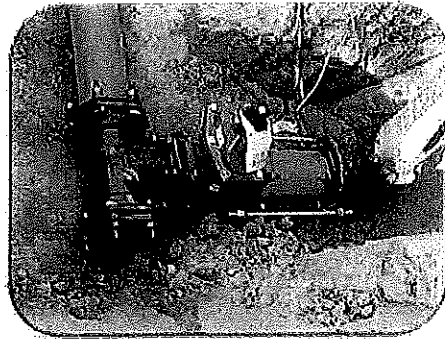
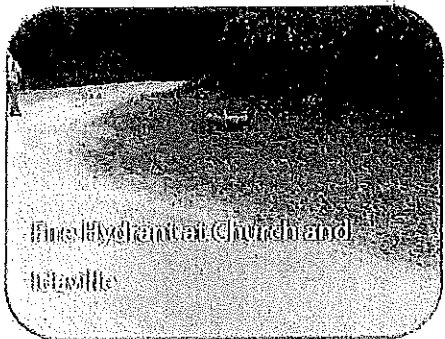
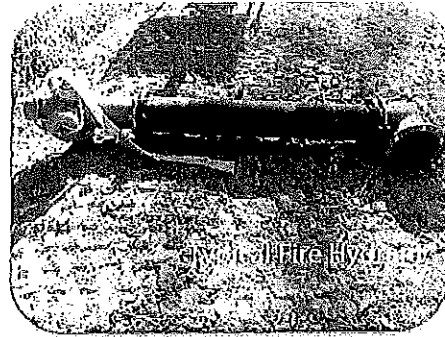
Owner: City of Irwinton
 Wilkinson County, Georgia
 P.O. Box 359
 Irwinton, Georgia 31042

Contact: Mayor Roger Bacon (478) 946-7144

Hogansville Administrator: Middle Georgia Regional Commission
 175 Emery Highway, Suite C
 Macon, Georgia 31217

Contact: Mr. Greg Boike (478) 751-6160

<i>Year</i>	<i>Project Description</i>	<i>Total Project Cost</i>
2015 CDBG	Sewerage System Improvements: Construction of approximately 2,200 linear feet of 6-inch water line, replacement of 50 service lines	\$254,995



Reference Project 21
City of Wadley -- Water System Improvements

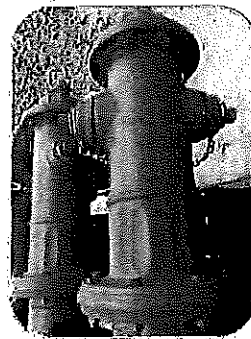
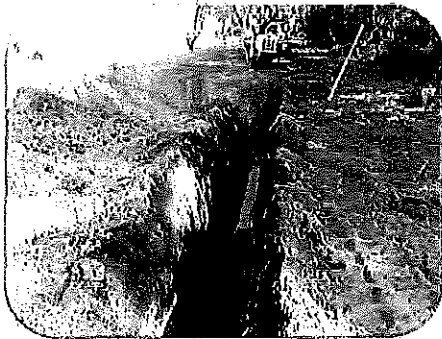
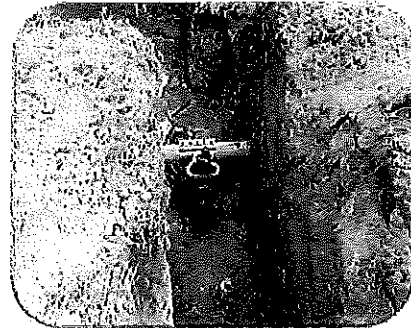
Owner: City of Wadley
 Jefferson County, Georgia
 P.O. Box 359
 Irwinton, Georgia 31042

Contact: Mayor Harold Moore (478) 946-7144

Hogansville Administrator: CSRA Regional Commission
 3023 Riverwatch Parkway, Suite A
 Augusta, Georgia 30907

Contact: Ms. Anne Floyd (706) 210-2000

<i>Year</i>	<i>Project Description</i>	<i>Total Project Cost</i>
2015 CDBG	Water System Improvements: Construction of approximately 485 linear feet of 12-inch water line, 420 linear feet of 10-inch water line, 651 linear feet of 2-inch water line and water valves	\$417,613



**Reference Projects 22 and 23
City of Swainsboro –Sewerage System Improvements**

Owner: City of Swainsboro
Emanuel County, Georgia
101 West Main
Swainsboro, Georgia 30401

Contact: City Administrator Al Lawson (478) 237-7025

Hogansville Administrator: Associates In Local Government
Assistance, Inc.
1007 W. 12th Street
Alma, Georgia 31510

Contact: Mrs. Sara Davis (912) 632-7839

<i>Year</i>	<i>Project Description</i>	<i>Total Project Cost</i>
2008 CDBG	Sewerage System Improvements: Trenchless pipe rehabilitation and point repairs, sewer service replacements, replace existing 8-inch sewer lines and installation of new precast concrete manholes	\$473,972
2006 CDBG	Sewerage System Improvements: Cleaning and videoing existing sewer lines, rehabilitation of existing manholes, point repairs, sewer service replacements and construction of a new submersible pump station	\$496,200



Reference Project 24

Lumpkin County Water and Sewerage Authority – Water System Improvements

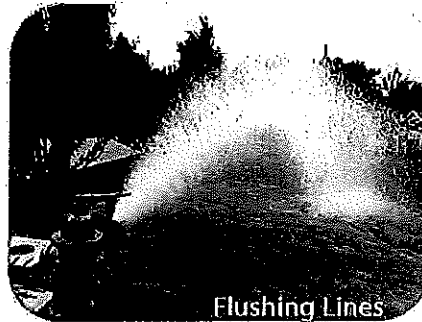
Owner: Lumpkin County Water Authority
Lumpkin County, Georgia
194 Courthouse Hill, Annex A
Dahlonega, Georgia 30533

Contact: Mr. R. Sean Phipps, P.E., Executive Director (706) 867-6580

Hogansville Administrator: Georgia Mountains Regional Commission
P.O. Box 1720
Gainesville, Georgia 30503

Contact: Ms. Heather Feldman (770) 538-2610

<i>Year</i>	<i>Project Description</i>	<i>Total Project Cost</i>
2014 CDBG	Water System Improvements: Construction of over 17,750 linear feet of 12-inch and 6-inch water lines to improve drinking water quality and connect existing water systems	\$540,411



Reference Projects 25 and 26
 Town of Trion – Water and Sewerage System Improvements

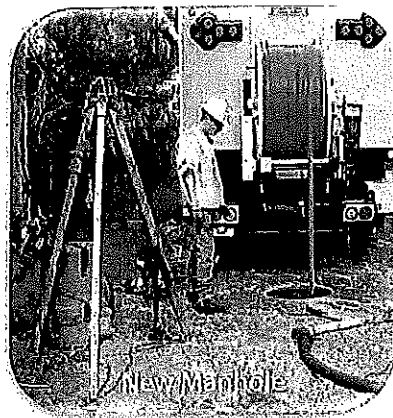
Owner: Town of Trion
 P.O. Box 850
 Trion, Georgia 30753-0850

Contact: Mayor Larry Stansell (706) 734-2332

Hogansville Administrator: Allen-Smith Consulting
 405 Nunnally Farm Road
 Monroe, Georgia 30655

Contact: Mrs. Debra Smith (770) 788-3848

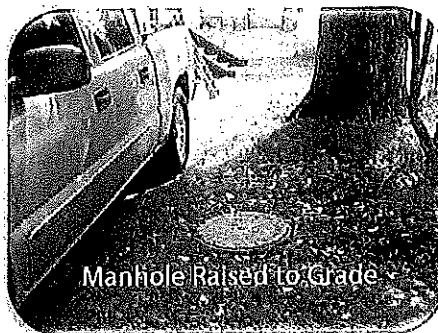
Year	Project Description	Total Project Cost
2015 CDBG	Water System Improvements: Construction of approximately 430 LMI residential connections with radio read meters	\$500,000
2013 CDBG	Sewerage System Improvements: Cured-in-place lining and remove and replace approximately 7,200 linear feet of gravity sewer lines along with pre/post televising and rehabilitation and construction of sanitary sewer manholes	\$459,612



New Manhole



Lateral Line Repair



Manhole Raised to Grade

Reference Project 27
City of McRae-Helena – Water System Improvements

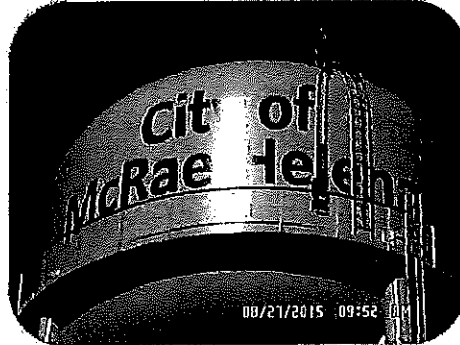
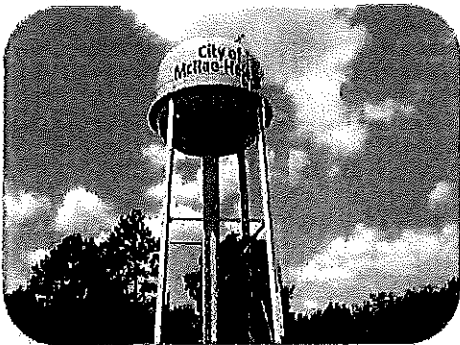
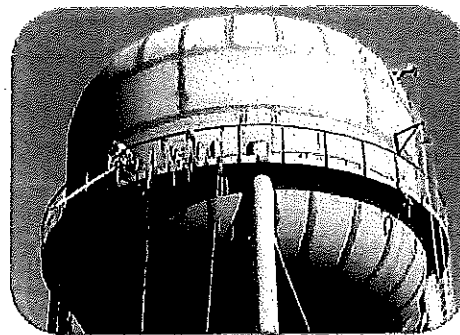
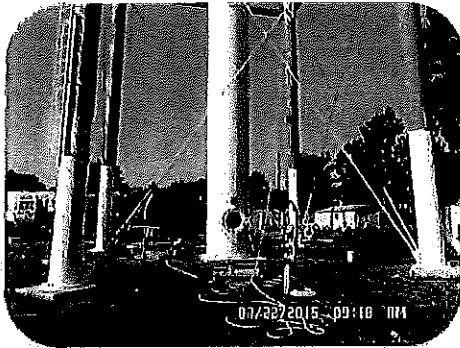
Owner: City of McRae-Helena
P.O. Box 55157
Telfair County, Georgia
McRae-Helena, Georgia 31055

Contact: Mayor Mike Young (229) 868-6051

Hogansville Administrator: Heart of Georgia-Altamaha Regional Commission
5405 Oak Street
Eastman, Georgia 31032

Contact: Mr. Chris Williams (478) 374-4771

<i>Year</i>	<i>Project Description</i>	<i>Total Project Cost</i>
2013 CDBG	Water System Improvements: Construction of a 200,000 gallon elevated water storage tank and upgrades to the City's well pump control system	\$550,344



**Reference Projects 28, 29 and 30
City of Wrens – Water and Sewerage System Improvements**

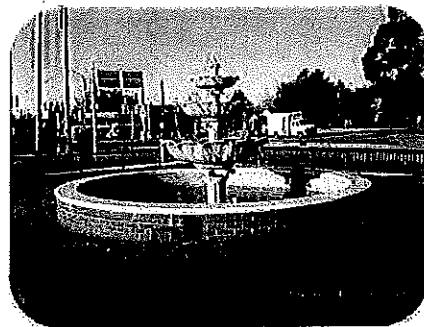
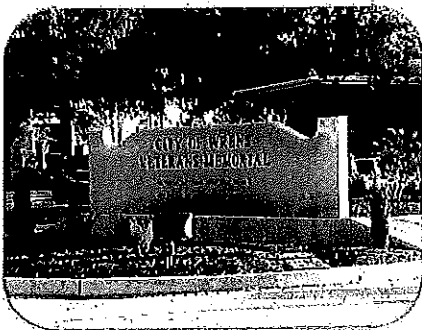
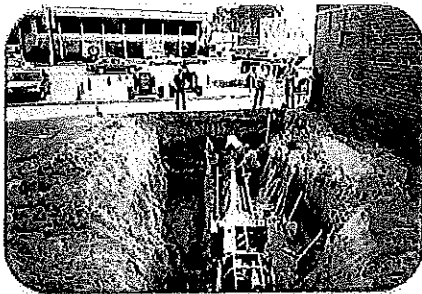
Owner: City of Wrens
Jefferson County, Georgia
P.O. Box 125
Wrens, Georgia 30833

Contact: City Administrator Arty Thrift (706) 547-3000

Hogansville Administrator: CSRA Regional Commission
3023 Riverwatch Parkway, Suite A
Augusta, Georgia 30907

Contact: Ms. Anne Floyd (706) 210-2000

<i>Year</i>	<i>Project Description</i>	<i>Total Project Cost</i>
2017 CDBG	Sewerage System Improvements: Installation and rehabilitation of 8-inch and 10-inch ductile iron sewer lines, service connections and manholes	\$585,522
2009 CDBG	Sewerage System Improvements: Installation of 8-inch ductile iron sewer lines, service connections, manholes, rehabilitation of an existing pump station and abandonment of a pump station	\$429,556
2007 CDBG	Water and Sewerage System Improvements: Installation of 8 and 10-inch PVC sewer lines, service connections, manholes and Installation of 6-inch PVC water lines and service connections	\$543,320 (w/USDA funds)



**Reference Project No. 31
City of Crawfordville – Sewerage System Improvements – 2007**

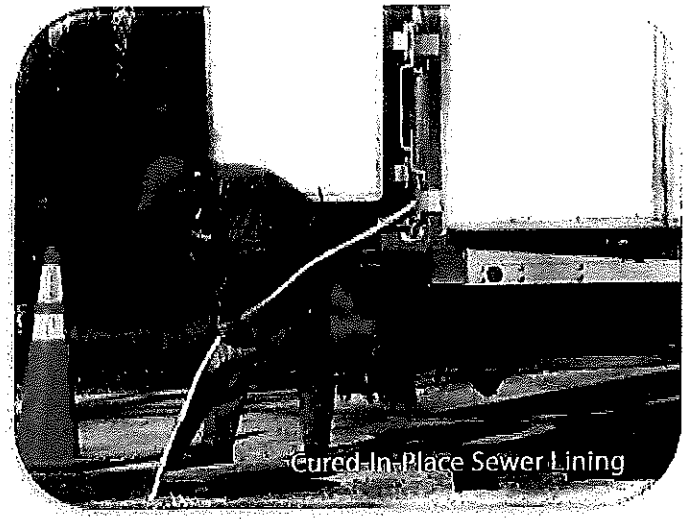
Owner: City of Crawfordville
Taliaferro County, Georgia
110 Broad Street, NE
Crawfordville, Georgia 30631

Contact: Mr. Eddle Jackson, Superintendent (706) 456-2605

Hogansville Administrator: Allen-Smith Consulting
282 Youth Jersey Road
Covington, Georgia 30014

Contact: Mrs. Patsy Allen (770) 788-3848

Year	Project Description	Total Project Cost
2007 CDBG	Sewerage System Improvements: Trenchless rehabilitation of existing sewerage system including cleaning, televising, lining manholes, point repairs, pipe liner and rehabilitate services	\$417,060



Below and on the following pages is a more complete list of the CDBG and EIP projects we have completed in the past 15 years alone, representing over \$36 million in CDBG funds, including 6 projects funded with 2017 CDBG funds.

List of CDBG and EIP Funded Projects Last 15 Years

<i>Owner/Client</i>	<i>Project Name</i>	<i>Year Funded</i>
City of Alamo	Water and Sewerage System Improvements	2005, 2008
City of Alapaha	Sewerage System Improvements	2012
Banks County	Roadway Improvements	2005
City of Camak	Sewerage System Improvements	2012, 2014
City of Cochran	Sewerage System Improvements	2014
Columbia County	Roadway and Water System Improvements	2007
City of Crawfordville	Water and Sewerage System Improvements	2007
City of Davisboro	Water System Improvements	2003, 2006
City of Dexter	Sewerage System Improvements	2017
City of East Ellijay	Water and Sewerage System, Roadway Improvements	2011
City of Ellijay	Water and Sewerage System Improvements	2004, 2007, 2009
City of Eton	Sewerage System Improvements	2005
City of Girard	Water System Improvements	2014
City of Glennville	Sewerage System Improvements	2014, 2017
Greene County	Water System Improvements	2005
City of Harlem	Sewerage System Improvements	2004
City of Helena	Water System Improvements	2005, 2013
City of Hogansville	Sewerage System Improvements	2011, 2013, 2015, 2017
City of Homerville	Water and Sewerage System Improvements	2015
City of Irwinton	Water System Improvements	2015

List of CDBG and EIP Funded Projects Last 15 Years

<i>Owner/Client</i>	<i>Project Name</i>	<i>Year Funded</i>
Jefferson County	Roadway, Drainage, Water and Sewerage System Improvements	2013
City of Keysville	Roadway and Drainage Improvements	2004
City of Lincolnton	Sewerage System Improvements	2004, 2005, 2007, 2011, 2016
City of Locust Grove	Water System Improvements	2006
City of Louisville	Sewerage System Improvements	2014
City of Ludowici	Sewerage System Improvements	2012, 2014
Lumpkin County	Water System Improvements	2014
City of Midville	Sewerage System Improvements	2005
City of Milledgeville	Sewerage System Improvements, Roadway and Drainage Improvements	2004, 2017
City of Mount Vernon	Roadway and Drainage Improvements	2006
City of Nashville	Water System Improvements	2012
City of Richland	Sewerage System Improvements	2014
City of Sandersville	Sewerage System and Drainage Improvements	2003, 2007, 2009
City of Sardis	Water and Sewerage System Improvements	2003, 2012
City of Scotland	Water System Improvements	2003, 2006
City of Soperton	Water and Sewerage System Improvements	2004, 2006, 2011
City of Stillmore	Sewerage System Improvements	2006
City of Swainsboro	Sewerage System Improvements	2006, 2008, 2013
City of Talbotton	Sewerage System Improvements	2017
City of Tallapoosa	Water System Improvements	2005
City of Toombsboro	Drainage Improvements	2005
Town of Trion	Water and Sewerage System Improvements	2013, 2015
Troup County	Water System Improvements	2003
City of Twin City	Sewerage System Improvements	2004
City of Wadley	Sewerage System Improvements	2004, 2011, 2013, 2015

List of CDBG and EIP Funded Projects Last 15 Years

<i>Owner/Client</i>	<i>Project Name</i>	<i>Year Funded</i>
Warren County	Sewerage System Improvements	2012, 2014
City of Warrenton	Water and Sewerage System Improvements	2003, 2005, 2006, 2008, 2009, 2012, 2014, 2017
City of Waynesboro	Storm Drainage, Paving and Sidewalk Improvements	2003
City of West Point	Water System Improvements	2003, 2006
City of Wrens	Water and Sewerage System Improvements	2004, 2007, 2009, 2011, 2017

10. List key personnel with qualifications likely to be involved on these projects and explain their specific role in CDBG/EIP/EDA/RDF work: Our firm's officers, Mr. Poje, Mr. Turnipseed and Mr. Butterfield work from our Atlanta office, and Mr. Green works from our Augusta office. We are adequately staffed and have the relevant experience and resources to successfully assist the City of Hogansville with their 2019 project, if selected.

The firm's officers and key personnel likely to be involved with this CDBG project are listed below, along with a summary of their qualifications and experience with past CDBG projects.

Project Manager – Christopher Poje, P.E. – President (Principal-in-Charge)



Mr. Poje was first employed by *Turnipseed Engineers* in 1992. Since then he has served as project manager / client manager / mechanical designer for a number of high profile, successful wastewater treatment plant expansion projects. Along with serving as president, Mr. Poje currently manages our Atlanta office and provides project management for key clients and projects. He is licensed in Georgia, has a Bachelor of Mechanical Engineering from Georgia Tech and has completed graduate course work in Project

Management from Georgia State University. Mr. Poje has been involved with CDBG projects completed by the firm for over 14 years.

Quality Control – G. Ben Turnipseed, P.E. – Chairman (Principal)



Mr. Turnipseed has over 48 years of experience in Civil, Environmental, and Hydraulic Engineering, and is the founder and Chairman of *Turnipseed Engineers*. A graduate of the Georgia Institute of Technology with a Bachelor of Civil Engineering and graduate studies in Sanitary Engineering, Mr. Turnipseed has been personally responsible for the design of over 80 water and wastewater treatment plants and over 100 sewage pump stations. He is licensed in Alabama, Georgia, Florida, South Carolina, and Tennessee. Mr. Turnipseed has been involved with CDBG projects completed by the firm for over 25 years.

Charles Butterfield, P.E. – Vice-President (Principal)



Mr. Butterfield earned a Bachelor of Engineering Physics degree from the Colorado School of Mines, a Master of Electrical Engineering degree from the Georgia Institute of Technology, and a Master of Civil Engineering from Kennesaw State University. Employed by *Turnipseed Engineers* since 2002, he has worked as a senior design engineer responsible for designing civil, environmental, electrical and instrumentation components of projects. He has provided design services for most of the firm's treatment plant projects since joining the company. He is licensed in Georgia, South Carolina and Tennessee. Mr. Butterfield will serve as lead design engineer. Mr. Butterfield has been involved with CDBG projects completed by the firm for over 13 years.

Kenneth E. Green, P.E. – Vice President (Principal)



Mr. Green has over 24 years of experience on a wide range of projects. A graduate of the Georgia Institute of Technology with a Bachelor of Aerospace Engineering, Mr. Green has been responsible for the design of water and wastewater treatment plants, including high profile and technically advanced projects. Since joining the firm in 2002, Mr. Green has held a variety of responsibilities and is now branch manager of the Augusta office, where he is responsible for all aspects of design, funding, and construction management. He is licensed in Georgia and South Carolina. Mr. Green has been involved with CDBG projects completed by the firm for over 16 years.

J. Lamar Rogers, P.E. – Senior Design Engineer



Mr. Rogers earned a Bachelor of Civil Engineering degree from the Georgia Institute of Technology. Mr. Rogers began his career with *Turnipseed Engineers* while participating in the Cooperative Education Program from 1997 to 2000. Since 2000, he has worked as a design engineer responsible for coordinating surveying for projects, design of water and sewerage system improvements, design of pump stations and facilities, acquiring permits from the DNR, EPD, DOT and various railroad systems, review of shop drawings and pay estimates, issuing change orders and coordination of construction inspection. He is also responsible for review of development plans for municipalities to ensure compliance with City regulations. He is a licensed professional engineer in Georgia and is a certified design professional with the Georgia Soil and Water Conservation Commission. Mr. Rogers has been involved with CDBG projects completed by the firm for over 15 years.

Greg Ashworth, P.E. – Design Engineer



Mr. Ashworth earned a Bachelor of Civil Engineering from the Georgia Institute of Technology. He joined the firm in January 2013 and currently serves as a staff engineer in our Atlanta office, providing design work in both linear and treatment plant projects. His engineering responsibilities include technical evaluations and report writing (watershed assessments and protection plans, preliminary engineering reports, anti-degradation analyses, design development reports, environmental reports and reservoir routing analyses), preparation of construction contract documents, cost estimation, rate studies and construction management. Mr. Ashworth is currently providing design work on several sewerage system improvements projects, including system rehabilitation, pump station and sewer line work. He is licensed in Georgia. Mr. Ashworth has been involved with CDBG projects completed by the firm since 2013.

Spencer Senerman, P.E. – Design Engineer



Mr. Senerman assists in the design of civil, hydraulic and treatment projects. He joined the firm in May 2012 as a part-time student intern while completing his degree. He later joined the firm full-time in June 2013 and currently serves as a staff engineer in our Atlanta office focusing on water pollution control plant and water system projects. His design responsibilities include report writing (watershed assessments and protection plans, preliminary engineering reports and environmental reports), preparation of construction contract documents and cost estimation. Mr. Senerman earned a Bachelor of Civil Engineering from the University of South Carolina. Mr. Senerman is currently providing design work on several water pollution control

plants. He is licensed in Georgia. Mr. Senerman has been involved with CDBG projects completed by the firm since 2012.

Richard M. Jeffares – Field Operations



First employed by the firm in 1990, Mr. Jeffares is a Certified Georgia Class I Water and Wastewater Operator and Lab Analyst and holds certifications in Public Management from the University of Georgia, from the Georgia Water and Wastewater Institute, and as an Environmental Trainer. Mr. Jeffares is a former Plant Operator, Utility Director, City Manager, County Commissioner, and Georgia State Senator. He also operates a subsidiary operations company, J & T Environmental and earned a Bachelor of Science in Technology Management from Clayton College and State University. Mr. Jeffares has been involved with CDBG projects completed by the firm, both as our Field Operations Manager and as a client since 1999.

Kenneth O. Bryan – Field Operations



Mr. Bryan joined the firm in 2014 after a successful career with Georgia Environmental Protection Division and Georgia Environmental Finance Authority as a Senior Engineering Manager. Since 1985 Mr. Bryan has monitored all aspects of project management and administered over \$800 million in funding for over 320 projects statewide including water, wastewater, water resource and solid waste projects. The group he managed administered over \$3.3 billion for over 1,350 projects in Georgia. Mr. Bryan earned a Bachelor of Civil Engineering and a Master of Environmental Engineering from the University of Tennessee. He holds a Level 1B Inspection Certification from Georgia Soil and Water Conservation Commission. Mr. Bryan has been involved with CDBG projects completed by the firm since joining the firm and during his tenure at Georgia Environmental Protection Division.

A synopsis of key staff, their education and the years worked are as follows:

G. Ben Turnipseed, P.E., Chairman – Georgia Institute of Technology – 53 years

Christopher B. Poje, P.E., President – Georgia Institute of Technology – 20 years

Kenneth E. Green, P.E., Vice-President – Georgia Institute of Technology – 20 years

J. Lamar Rogers, P.E., – Georgia Institute of Technology – 20 years

Richard M. Jeffares – Clayton College – 27 years

Kenneth O. Bryan – University of Tennessee – 38 years

Average number of years worked in current industry – 29.5 years

10. List three (3) references for the firm: A short list of municipal, county and water authority references for whom we provide engineering services, some for nearly 40 years, is included below.

+ Mr. Gary Barr, Utilities Director, Dawsonville, Georgia	706-265-3256
+ Mr. Bryan Popham, Public Works Director, Demorest, Georgia	706-778-4202
+ Mayor John Weaver, Jasper, Georgia	706-692-9100
+ Mr. Richard Sapp, City Administrator, Louisville, Georgia	478-625-3166
+ Mr. Keith Dickerson, City Administrator, McDonough, Georgia	770-957-3915
+ Mr. Robert Jones, Chairman, Pickens County, Georgia	706-253-8809
+ Mr. Jeff Ellis, City Manager, Rockmart, Georgia	770-684-5454
+ Mr. Philip Eidson, City Manager, Tallapoosa, Georgia	770-574-2345
+ Mr. Richard Greene, Superintendent, Towns County, Georgia	706-896-4372
+ Mr. Ed Moon, City Manager, West Point, Georgia	706-645-2226

11. Are you a Section 3 Business Concern: Our firm is not a Section 3 Business Concern. If selected, we will be happy to provide the signed and notarized Section 3 forms.

12. Certifying that:

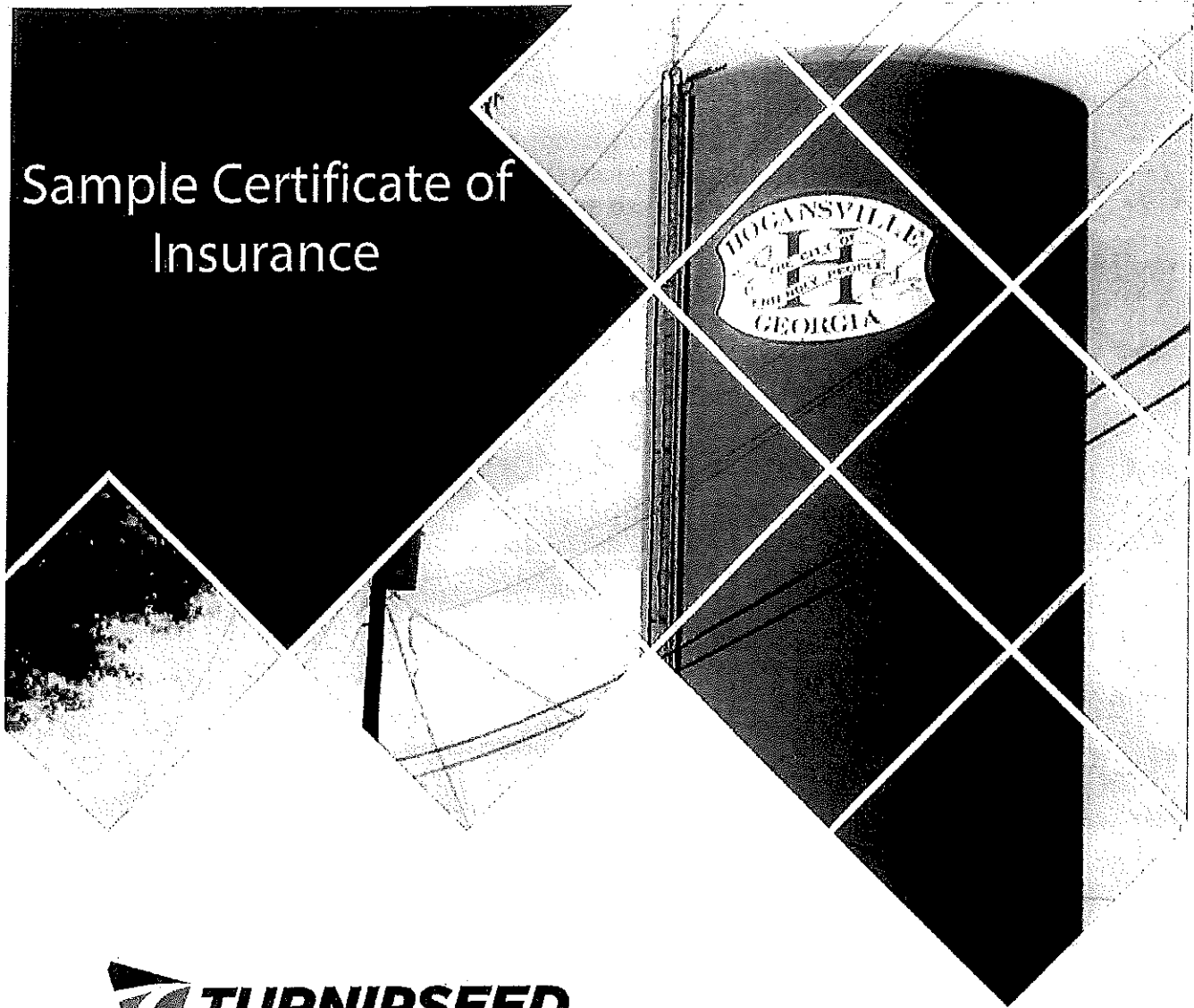
Mr. Christopher B. Poje being duly sworn deposes and says that he is the President of G. Ben Turnipseed Engineers d/b/a Turnipseed Engineers and that answers to the foregoing questions and all statements herein contained are true and correct.

Subscribed and sworn before me this 6th day of June 2018.

Kellie M. Barber
Kellie M. Barber
NOTARY PUBLIC

My Commission Expires: July 18, 2020

Sample Certificate of Insurance



➤ Environmental

➤ Civil

➤ Hydraulic

City of Hogansville, Georgia

Proposal for Engineering Services

FY19 CDBG Application

June 2018



GBENTUR-01

SCHULZES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/16/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

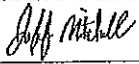
PRODUCER License # 0E67768 Insurance Office of America, Inc. 100 Galleria Parkway Suite 600 Atlanta, GA 30339	CONTACT NAME: Sharon Schulze PHONE (A/C, No, Ext): (770) 250-0179 FAX (A/C, No): (678) 919-1151 E-MAIL ADDRESS: Sharon.Schulze@ioausa.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED G. Ben Turnipseed Engineers, Inc. 2255 Cumberland Parkway Building 400 Atlanta, GA 30339	INSURER A: Travelers Indemnity Company of America	25666
	INSURER B: Phoenix Insurance Company	25623
	INSURER C: Travelers Indemnity Company	25658
	INSURER D: Travelers Casualty Insurance Company of America	19046
	INSURER E: Continental Casualty Company	20443
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

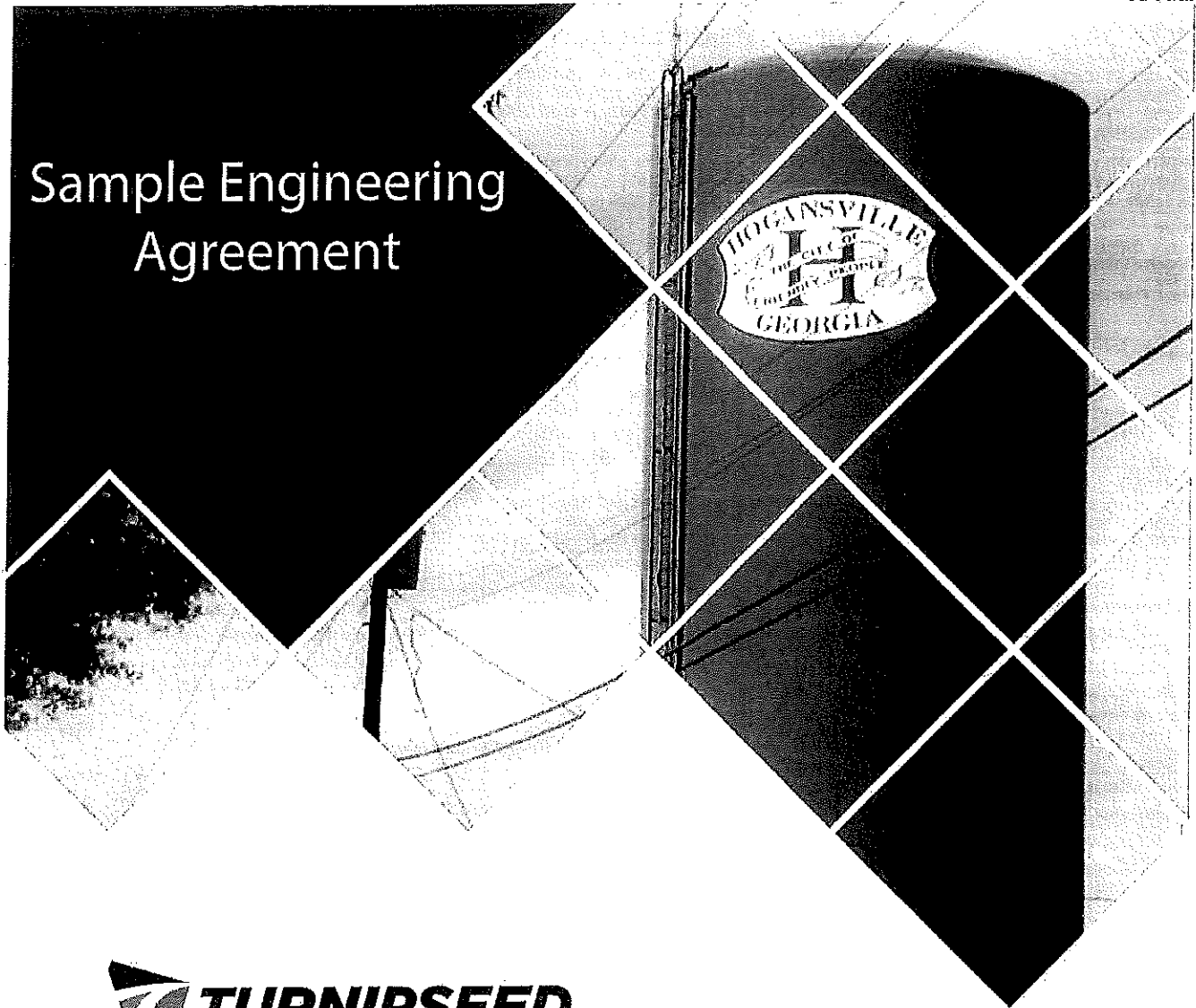
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDD INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			6800J493498	04/17/2018	04/17/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA4E863695	04/17/2018	04/17/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			GUP4E879287	04/17/2018	04/17/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB4251T850	04/17/2018	04/17/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liab.			AEH591872653	04/17/2018	04/17/2019	Per Claim \$ 2,000,000
E	Claims-Made			AEH591872653	04/17/2018	04/17/2019	Aggregate \$ 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Sample Certificate G. Ben Turnipseed Engineers, Inc. 2255 Cumberland Parkway Building 400 Atlanta, GA 30339	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

Sample Engineering Agreement



➤ Environmental

➤ Civil

➤ Hydraulic

City of Hogansville, Georgia

Proposal for Engineering Services

FY19 CDBG Application

June 2018

AGREEMENT

PART I - ENGINEERING SERVICES

THIS AGREEMENT made as of the ____ day of _____ in the year Two Thousand and Seventeen between the **CITY OF HOGANSVILLE, GEORGIA** (hereinafter called the OWNER), and **G. BEN TURNIPSEED ENGINEERS, INC.** (hereinafter called the ENGINEER).

WITNESSETH, that whereas the OWNER intends to engage the ENGINEER to provide engineering services in connection with the Community Development Block Grant Project referred to as **WATER SYSTEM IMPROVEMENTS** (hereinafter called the PROJECT),

NOW, THEREFORE, the OWNER and the ENGINEER in consideration of the mutual covenants hereinafter set forth agree as follows:

SECTION 1 - BASIC SERVICES OF THE ENGINEER

A. General

1. The ENGINEER agrees to perform professional services in connection with the Project as hereinafter stated.
2. The ENGINEER shall serve as the OWNER'S professional engineering representative in those phases to which this Agreement applies, and will give consultation and advice to the OWNER during the performance of his services.
3. The ENGINEER shall prepare plans and specifications necessary for the proposed Water System Improvements as outlined in the Preliminary Engineering Report dated March 2019.
4. The ENGINEER shall contact a representative of the OWNER for an on-site inspection of the areas of proposed construction to establish the preliminary location of the proposed improvements.
5. The ENGINEER shall prepare plans and specifications showing all pertinent topo grades as required and complete construction details of proposed improvements.
6. In the advanced stage of design, the ENGINEER shall submit to the OWNER, working drawings (plans showing topo, elevations and proposed improvements) for review and approval. The ENGINEER shall schedule on-site or design review conferences as necessary to resolve any problems.

B. Final Design Phase

1. Prepare for incorporation in the Contract Documents, detailed drawings and plans to show the character and scope of the work to be performed by contractors on the Project (hereinafter called the Drawings, and instruction to bidders, general conditions, special conditions and technical provisions hereinafter called the Specifications).
2. Secure approval of such governmental authorities as have jurisdiction over design criteria applicable to the Project.
3. Prepare proposal forms and notice to bidders.

C. Bidding or Negotiating Phase

1. Assist the OWNER in obtaining and evaluating bids or negotiating proposals and prepare the Contract Documents with the assistance of the OWNER.
2. Consult with the OWNER concerning and participate in all decisions as to the acceptability of subcontractors and other persons and organizations proposed by the general contractor for those portions of the work as to which such acceptability is required by the bidding documents.

D. Construction Phase

The construction phase will commence with the award of the construction contract and will terminate upon written approval of final payment by the ENGINEER. During the construction phase, the ENGINEER will:

1. Make periodic visits to the site to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents and during such visits and on the basis of his on-site observations as an experienced and qualified design professional, he will keep the OWNER informed of the progress of the work; will endeavor to guard the OWNER against defects and deficiencies in the work of the Contractor, and may disapprove or reject work as failing to conform to the Contract Documents.
2. Issue all instructions of the OWNER to the Contractor, prepare routine change orders as required, act as interpreter of the terms and conditions of the Contract Documents and judge of the performance thereunder by the OWNER and the Contractor and will make decisions on all claims of the OWNER and the Contractor relating to the execution and progress of the work and all other matters and questions related thereto.

3. Based on his on-site observations on his review of the Contractor's applications for payment and supporting data, determine the amount owing to the Contractor and approve in writing payment to the Contractor in such amounts; such approvals of payment to constitute a representation to the OWNER, based on such observations and review that the work has progressed to the point indicated and that to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents.
4. Conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the Project has been completed in accordance with the Contract Documents and the Contractor has fulfilled all of his obligations thereunder so that the ENGINEER may approve in writing final payment to the Contractor, and submit a statement of completion.
5. The ENGINEER shall not supervise, direct or have control over the work being performed by the Contractor. The ENGINEER shall not be responsible for the means, methods or procedures used by the Contractor for construction, for safety on the site, for safety precautions, nor for Contractor's failure to comply with Laws and Regulations relating to construction of the work.
6. The ENGINEER shall not be responsible for the acts or omissions of the Contractor, any subcontractor or any of the Contractor's or subcontractor's agents or employees or any other person performing any of the work under the construction contract.

END OF SECTION 1

SECTION 2 - ADDITIONAL SERVICES

A. Court Appearance

Court appearances, testifying or other substantiation of the results obtained under this project.

B. Changes in Design

Any changes in design requested by the OWNER.

C. Easements

Coordination of easement plat preparation and assistance with obtaining easements including meeting with City, property owner, appraiser, or attorney to obtain the easements. Preparation of easement plats shall be by a licensed surveyor selected and contracted by the City.

D. Environmental Studies, Reports and Permitting

Preparation of environmental study and reports, meetings regarding study and report, and submittal of study and reports required by the EPD or DOT to construct the improvements. Preparation of application to obtain buffer variances, and highway and railroad permits, as required.

E. NPDES Stormwater Permitting and Monitoring Plan

Preparation of storm water monitoring plans and permits, meetings concerning plans and permits and submittal of plans and permits required to construct the improvements. Preparation of Notice of Intent (NOI) and Notice of Termination (NOT).

F. Periodic Construction Observation

The ENGINEER shall furnish one Project Inspector who will be directed by the ENGINEER in order to provide more extensive representations at the Project site during the construction phase.

Through the on-site observations of the work in progress and field checks of materials and equipment by the Project Inspector, the ENGINEER will endeavor to provide further protection for the OWNER against defects and deficiencies in the work, but the furnishing of such Project Inspector shall not make the ENGINEER responsible for the Contractor's failure to perform the construction work in accordance with Contract Documents.

END OF SECTION 2

SECTION 3 - THE OWNER'S RESPONSIBILITIES

The OWNER will:

- A. Provide full information as to his requirements for the particular Project.
- B. Assist the ENGINEER by placing at his disposal all available information pertinent to the site of the Project including previous reports and any other data relative to design and construction of the Project.
- C. Furnish to ENGINEER, as required for performance of ENGINEER's Basic Services, data prepared by or services of others, including without limitation, layout of proposed buildings, grading plans, site plans, core borings, probings, and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment tests, inspections and reports regarding hazardous materials, toxic wastes and any other type of pollutant; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restrictions; and other special data or consultations not covered in Section I; all of which ENGINEER may rely in performing his services.
- D. Designate in writing a person to act as OWNER'S representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER'S services.
- E. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER'S services, or any defect in the work of Contractor(s).
- F. Guarantee access to and make all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform his work under this Agreement.
- G. Examine all studies, reports, sketches, estimates, Specifications, Drawings, proposals and other documents presented by the ENGINEER and shall render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of the ENGINEER.
- H. Advertise for proposals from bidders, open the proposals at the appointed time and place and pay for all costs incidental thereto.
- I. If any Project involves more than one general contract or separate construction contracts for different building trades or separate equipment contracts, insure that the General Conditions of all such contracts are substantially identical.

END OF SECTION 3

SECTION 4 - PAYMENT TO THE ENGINEER

A. Payments for Services of the Engineer

1. The OWNER will pay ENGINEER for basic services performed under Section 1 for design, bidding and construction phases a fee of:

Not to exceed 8.5% of construction cost.

2. Under Section 2, Items A through E will be paid based on payroll cost times 2.15 plus non-salary costs times 10%. Mileage will be at \$0.55/per mile.
3. Under Section 2, Item F, the OWNER shall pay the ENGINEER for periodic inspection services during construction based on any hourly rate. The hourly rates shall be as follows:

1.	Project Engineer -	\$135.00/hr.
2.	Senior Field Inspector -	\$ 80.00/hr.
3.	Field Inspector -	\$ 68.00/hr.

Mileage will be billed at \$0.55/per mile.

The inspection services are estimated not to exceed 3.5% of construction cost.

B. Methods and Times of Payment

Payments on account of said fee for Basic Services shall be made as follows:

1. Progress payments shall be made monthly in proportion to services performed. The statements shall be based upon the ENGINEER'S estimate of the proportion of the total services actually completed at the time of billing. The compensation for basic services shall amount to the following percentage of the total fee at completion of each phase of work:
 - a. Final Design Phase 75 percent
 - b. Bidding or Negotiating Phases 10 percent.
 - c. Construction Phase 15 percent.
2. Times of Payments. The ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. OWNER shall make prompt monthly payments in response to ENGINEER'S monthly statements.

3. Other Provisions Concerning Payments

- a. If OWNER fails to make any payments due ENGINEER for services and expenses within sixty (60) days after receipt of ENGINEER'S bill thereof, the amounts due ENGINEER shall include a charge at the rate of 1.5% per month from said sixtieth day, and in addition, ENGINEER may, after giving seven (7) days written notice to OWNER, suspend services under this Agreement until he has been paid in full all amounts due him for services and expenses.
- b. In the event of termination by OWNER under PART II paragraph 1 upon completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of termination by OWNER during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase on the basis of Payroll Costs times a factor of 2.15 for services rendered during that phase to date of termination by principals and employees assigned to the Project. In the event of any such termination, ENGINEER will be paid for all unpaid Additional Services and unpaid Reimbursable Expenses, plus all termination expenses. Termination expenses mean Reimbursable Expenses directly attributable to termination, which shall include an amount computed as a percentage of total compensation for Basic Services earned by ENGINEER to the date of termination, as follows:
- 20% if termination occurs after commencement of the Preliminary Design Phase but prior to commencement of the Final Design Phase; or
 - 10% if termination occurs after commencement of the Final Design Phase.

END OF SECTION 4

SECTION 5 - TIME OF PERFORMANCE

A. Basic Services

1. The Final Design Phase shall be completed by the ENGINEER within 180 calendar days after the date of execution of this Agreement and a Notice-to-Proceed from the OWNER to the ENGINEER.
2. The Bidding or Negotiating Phase shall be completed within 90 calendar days after the Final Design Phase has been completed or at such time all permits are approved and the City has obtained the necessary easements.

B. Extensions of Time

The times indicated may be extended from time to time by the OWNER for causes beyond the control of either the ENGINEER or the OWNER. Should the ENGINEER require extensions of time for reasons satisfactory to the OWNER, request for such extensions shall be made by the ENGINEER promptly following the discovery of such need and in no event less than ten (10) days prior to the end of the times indicated above. All requests by the ENGINEER for extension of time and all extensions granted by the OWNER shall be in writing.

END OF SECTION 5

SECTION 6 - GENERAL CONSIDERATIONS

A. Ownership of Drawings and Documents

It is understood that the ENGINEER is preparing documents for specific installations, rather than standard documents for repetitive multiple use. Therefore, all documents, including original drawings, estimates, specifications, field notes and data are and remain the property of the ENGINEER as instruments of service. The OWNER may obtain, upon payment of fees due the ENGINEER, reproducible copies of Drawings, and copies of other documents, in consideration of which it is mutually agreed that the OWNER will use them solely in connection with the Project, and shall not authorize their use on other projects, except by written agreement with the ENGINEER.

B. Estimates

Since the ENGINEER has no control over the cost of labor, material or equipment, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, the estimates of construction cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgement as a design professional familiar with the construction industry, but the ENGINEER cannot and does not guarantee that bids or the Project construction cost will not vary from cost estimates prepared by him.

C. Insurance

The ENGINEER shall secure and maintain such insurance as will protect him from claims under the Workman's Compensation Acts and from claims for bodily injury, death or property damage which may arise from the performance of his services under this Agreement.

END OF SECTION 6

SECTION 7 - TERMS AND CONDITIONS

This Agreement is subject to and incorporates the provisions attached hereto as PART II - TERMS AND CONDITIONS.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement the day and year first above written.

CITY OF HOGANSVILLE, GEORGIA

ATTEST:

BY: _____

TITLE: Mayor

WITNESSED:

DATE: _____

(Seal)

G. BEN TURNIPSEED ENGINEERS, INC.

ATTEST:

BY: _____

Christopher B. Poje, P.E.

TITLE: President

WITNESSED:

DATE: _____

(Seal)

AGREEMENT

PART II - TERMS AND CONDITIONS

1. Termination of Agreement for Cause

If, through any cause, the ENGINEER shall fail to fulfill in timely and proper manner his obligation under this Agreement, or if the ENGINEER shall violate any of the covenants, agreements, or stipulations of this Agreement, the OWNER shall thereupon have the right to terminate this Agreement by giving written notice to the ENGINEER of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the ENGINEER under this Agreement shall, at the option of the OWNER, become its property and the ENGINEER shall be entitled to receive just and equitable compensation of any work satisfactorily completed hereunder.

Notwithstanding the above, the ENGINEER shall not be relieved of liability to the OWNER for damages sustained by the OWNER by virtue of any breach of the Agreement by the ENGINEER, and the OWNER may withhold any payments to the ENGINEER for the purpose of set-off until such time as the exact amount of damages due the OWNER from the ENGINEER is determined.

2. Termination for Convenience of the OWNER

The OWNER may terminate this Agreement at any time by giving at least ten (10) days notice in writing to the ENGINEER. If the Agreement is terminated by the OWNER as provided herein, the ENGINEER shall be paid for the time provided and expenses incurred up to the termination date. If this Agreement is terminated due to the fault of the ENGINEER, Paragraph 1 hereof relative to termination shall apply.

3. Changes

The OWNER may, from time to time, request changes in the scope of the services of the ENGINEER to be performed hereunder. Such changes, including any increase or decrease in the amount of the ENGINEER'S compensation, which are mutually agreed upon by and between the OWNER and the ENGINEER, shall be incorporated in written amendments to this Agreement.

4. Personnel

- (a) The ENGINEER represents that he has, or will secure at his own expense all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the OWNER.
- (b) All of the services required hereunder shall be performed by the ENGINEER or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- (c) None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the OWNER. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. Assignability

The ENGINEER shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the OWNER thereto; Provided, however, that claims for money by the ENGINEER from the OWNER under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the OWNER.

6. Reports and Information

The ENGINEER, at such times and in such forms as the OWNER may require, shall furnish the OWNER such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

7. Records and Audits

The ENGINEER shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the OWNER to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the OWNER or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the OWNER.

8. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the ENGINEER under this Agreement are confidential and the ENGINEER agrees that they shall not be made available to any individual or organization without the prior written approval of the OWNER.

9. Copyright

No report, maps or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the ENGINEER.

10. Compliance with Local Laws

The ENGINEER shall comply with all applicable laws, ordinances and codes of the State and local governments, and the ENGINEER shall save the OWNER harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

11. Equal Employment Opportunity

During the performance of this Contract, the ENGINEER agrees as follows:

- (a) The ENGINEER will not discriminate against any employee or applicant for employment because of race, creed, sex, color, or national origin. The ENGINEER will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, creed, sex, color, or national origin. Such action shall include, but not to be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The ENGINEER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the OWNER setting forth the provisions of this non-discrimination clause.
- (b) The ENGINEER will, in all solicitation or advertisement for employees placed by or on behalf of the ENGINEER, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
- (c) The ENGINEER will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

- (d) The ENGINEER will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- (e) The ENGINEER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and order of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the OWNER'S Department of Housing and Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (f) In the event of the ENGINEER'S non-compliance with the non-compliance clauses of this Agreement or with any such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the ENGINEER may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The ENGINEER will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or vendor. The ENGINEER will take such action with respect to any subcontract or purchase order as the OWNER'S Department of Housing and Community Development may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided however, that in the event the ENGINEER becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such directing by the OWNER'S Department of Housing and Community Development, the ENGINEER may request the United States to enter such litigation to protect the interests of the United States.

12. Civil Rights Act of 1964

Under title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

13. Section 109 of the Housing and Community Development Act of 1964

No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

14. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

- (a) The work to be performed under this contract is on a project assisted under a program providing direct Federal assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contract for work in connection with the project awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project.
- (b) The parties of this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.
- (c) The Contractor will send to each labor organization or representative or works with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- (d) The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- (e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

15. Interest of Members of a City

No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the ENGINEER shall take appropriate steps to assure compliance.

16. Interest of Other Local Public Official

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the ENGINEER shall take appropriate steps to assure compliance.

17. Interest of Engineer and Employees

The ENGINEER covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The ENGINEER further covenants that in performance of this Contract, no person having any such interest shall be employed by the ENGINEER.

18. Interest of Various Federal Officials

Federal Officials as outlined in Section 10 of the Program Grant Agreement shall be prohibited from any personal financial interest, direct or indirect, in this Contract and the ENGINEER shall take appropriate steps to assure compliance.

19. This Agreement and the contract documents prepared under this Agreement shall comply with the following Department of Community Affairs General Conditions; Section 3 Clause; EEO Clause; Georgia Energy Code; Architectural Barriers and Lead Based Paint.

**END OF PART II
TERMS AND CONDITIONS**