

**CONSENT AGENDA ITEM SUMMARY**  
**May 18, 2026, City Council Meeting**  
**Item Number: 6A**



Presented by: Brian Linton, Director

Technology Services

**ITEM SUMMARY:**

Request for approval to pay the NetPlanner invoice for Genetec Access Control and Surveillance Services in the amount of \$15,476.12.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

This is the Annual Maintenance Renewal for Genetec System. Genetec System provides door access and video surveillance services to the City. This license agreement is for a term of three years.

**STAFF RECOMMENDATION:**

Staff recommends approval.

**FINANCIAL IMPACT:**

\$15,476.12

**FUNDING SOURCE:**

100-5.1535.52.1301

**ATTACHMENTS:**

NetPlanner quote

**OTHER DEPARTMENTAL REVIEW NEEDED:**

Yes

No

**OTHER DEPARTMENTAL REVIEW**

Finance

GOOD GOVERNANCE

Guiding Principle: Fiscal Responsibility, Accountability, Transparency

**Genetec Advantage Renewal**

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**Prepared For:**

City Of McDonough  
136 Keys Ferry Street  
McDonough, GA 30253

**Job Site:**

City Of McDonough  
136 Keys Ferry Street  
McDonough, GA 30253

**INTRODUCTION**

Thank you for the opportunity to provide a proposal for this project. NetPlanner Systems has a long history of successfully completing projects of this scope and magnitude for clients nationwide since our founding in 1987.

As one of the Southeast's leading providers of integrated technology solutions, NetPlanner prides itself in delivering best-in-class solutions and services backed by the most technical and certified employees in the industry. Our expertise includes Communications Cabling, Wireless, Distributed Antenna Systems (DAS), Network Services, Access Control, Video Surveillance, Intrusion, A/V, Paging/Intercom, and Data Center Services. We also offer Intelligent Remote Monitoring & Management as well as service agreements that can be customized to meet your specific needs.

We dedicate our efforts to staying on top of the ever-changing world of communications technology to consistently deliver innovative, high performing systems. Our goal is to provide you with the highest quality solutions and a level of customer service that exceeds your expectations. Our commitment to the success of your technology systems will be evident in every project.

Please do not hesitate to contact me if you have any questions about this proposal. Again, thank you for this opportunity. We look forward to working with you.

**SCOPE OF WORK - Access Control - ESTIMATE SRV26001901-ACS-E1**

Genetec Advantage Renewal

Provide (74) 3-Year, Genetec Advantage Renewals for Omnicast Enterprise Camera connections.

Provide (73) 3-Year, Genetec Advantage Renewals for Synergis Enterprise Reader connections.

Renewal Term

Start date: 06/01/2026

End date: 05/31/2029

Current Advantage Status

Active

Expiration date: 05/31/2026

Genetec Advantage Information

*The Genetec Advantage plan provides access to the Genetec priority technical support team and the latest firmware/software updates for your system.*

**Genetec Advantage Renewal**
**MATERIALS**

Part Number	Manufacturer	Description	Qty
ADV-CAM-E-3Y	GENETEC	Genetec™ Advantage for 1 Omnicast™ Enterprise Camera – 3-Year	74
ADV-RDR-E-3Y	GENETEC	Genetec™ Advantage for 1 Synergis™ Enterprise Reader – 3-Year	73

**PROPOSAL COST SUMMARY**

Estimate	Description	Materials	Installation	Services	Total
SRV26001901-ACS-E1	Access Control - Genetec Advantage Renewal	\$15,476.12	\$0.00	\$0.00	\$15,476.12
<b>TOTALS:</b>		<b>\$15,476.12</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$15,476.12</b>



Genetec Advantage Renewal

INVOICING AND PAYMENT TERMS

NetPlanner Systems, Inc. will invoice Customer for all materials and for mobilization upon approval of proposal. Customer will be invoiced for labor at the end of the project or at the end of the month, whichever comes first, based upon the percentage of the project completed. The Customer agrees to pay any and all payments according to the payment schedule. Should said payment(s) not be made, or if satisfactory arrangements for payment have not been made, NetPlanner Systems, Inc. reserves the right to stop all work until such time as payment is rendered or satisfactory payment arrangements have been made. Standard payment terms are NET 15 in the absence of a specific payment schedule.

Any required closeout documents, including, but not limited to, as-built drawings, test results, and warranties, will be released to the Customer once 90% of the total project payment has been received by NetPlanner Systems, Inc.

NetPlanner Systems, Inc. operates primarily as a contractor for sales tax purposes. This means all sales tax is paid at the point of purchase of materials and no sales tax may be charged to NetPlanner Systems, Inc. customers.

ACKNOWLEDGEMENTS

This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, representations, commitments, understandings or agreements between the parties, either written or oral. This Agreement shall not be changed or modified by any oral agreement or any other agreement unless the same is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought. If NetPlanner Systems, Inc.'s proposal is made a part of this Agreement and said proposal contains any terms or conditions inconsistent with the terms and conditions of this Agreement Form, then this Agreement Form shall govern.

ACCEPTANCE

NetPlanner Systems, Inc. is hereby authorized to perform the work as specified. Payment shall be made as outlined above. Customer agrees this proposal constitutes in its entirety all that will be provided by NetPlanner Systems, Inc. Customer's signature certifies acceptance of the terms and conditions set forth in this proposal and posted at www.netplanner.com/termsandconditions.

If this proposal is distributed by e-mail, then replying to such e-mail with the subject or message "I Accept" or any request by the Customer for NetPlanner Systems, Inc. to begin work on this project will constitute full acceptance of the terms and conditions set forth in this proposal and posted at www.netplanner.com/termsandconditions.

Customer

Authorized Signature:

NetPlanner Systems, Inc.

Authorized Signature:

Printed Name: \_\_\_\_\_

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

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

Printed Name: \_\_\_\_\_

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

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

**CONSENT AGENDA ITEM SUMMARY**  
**May 18, 2026, City Council Meeting**  
**Item Number: 6B**



Presented by: Brian Linton, Director

Technology Services

**ITEM SUMMARY:**

Request for approval to pay the annual renewal Versaterm invoice for the Police Department's body and dash camera in the amount of \$87,774.74.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

This is a critical safety, transparency, and accountability tool for the Police Department.

**STAFF RECOMMENDATION:**

Staff recommends approval.

**FINANCIAL IMPACT:**

This is budgeted and approved in the FY-26 budget.

**FUNDING SOURCE:**

100-5.1535.52.1301

**ATTACHMENTS:**

Versaterm invoice

**OTHER DEPARTMENTAL REVIEW NEEDED:**

Yes

No

**OTHER DEPARTMENTAL REVIEW**

Finance



Versaterm Public Safety US, Inc.  
 1 North MacDonald, Suite 500  
 Mesa, Arizona USA  
 85201

**Company Information**

Quote Name	McDonough Police Department (GA) - Body, Dash & Interview Room Camera-Renewal- FY26	Quote Number	00011692
Prepared By	Erica Whitson	Created Date	2026-02-26
Email	erica.whitson@versaterm.com	Expiration Date	2026-06-30

**Customer Information**

Account Name	McDonough Police Department (GA)	Bill To	50 Lawrenceville Street McDonough GA 30253 United States
Phone	(770) 957-1218		

**Quote Line Items**

Quote Description	Quantity	Sales Price	Subtotal	Total Price
Visual Labs software standard subscription for Body Worn Cameras issued per officer. DEMS subscription is included.	70.00	USD 618.25	USD 43,277.50	USD 43,277.50
Visual Labs software subscription for in-vehicle camera - single camera deployment - take home vehicle. DEMS subscription is included.	45.00	USD 906.76	USD 40,804.20	USD 40,804.20
Software license for use of the Visual Labs application that will be utilized as Interview Room Camera Solution.	4.00	USD 923.26	USD 3,693.04	USD 3,693.04

**Totals**

Quote Currency	USD
Net Terms	Net 30
Contract Term	1 Year
Subtotal	USD 87,774.74
Grand Total	USD 87,774.74

**Invoicing Procedures**

Invoicing Notes: Annual Service Term  
 07/01/26 to 06/30/27  
 \*\*The sales price includes a 7% annual increase, year over year\*\*

**Terms and Conditions**

**TERM:**  
 The products and services listed under this renewal quote shall be governed by the existing agreement(s) as between Customer and Versaterm Public Safety US, Inc.

By signing this renewal quote, the Customer is hereby bound to renew the service for the period described and/or to purchase the products listed for the grand total stated herein. A signed renewal quote transmitted through email is valid and binding even if an original paper document bearing the customer's original signature is not delivered.

**Billing Information**



Versaterm Public Safety US, Inc.  
1 North MacDonald, Suite 500  
Mesa, Arizona USA  
85201

Fees will be payable within 30 days of invoicing.

Please note that the Sales Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service rather than the Sales Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Bill To" location provided by the Customer on this Quote.

**Purchase Order Information (Customer to complete)**

Is a Purchase Order required for the purchase or payment of the products on this Quote?

Yes [ ] No [ ]

The customer's purchase order terms will be governed by the parties' existing mutually executed agreement or, in the absence of such, are void and will have no legal effect.

PO Number:

\_\_\_\_\_

Initials:

\_\_\_\_\_

**Quote Acceptance**

Signature: \_\_\_\_\_

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

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

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



# GIRMA POLLUTION LIABILITY 2026 INVOICE

Please make checks payable to GIRMA. Mail payment and one copy of invoice to:

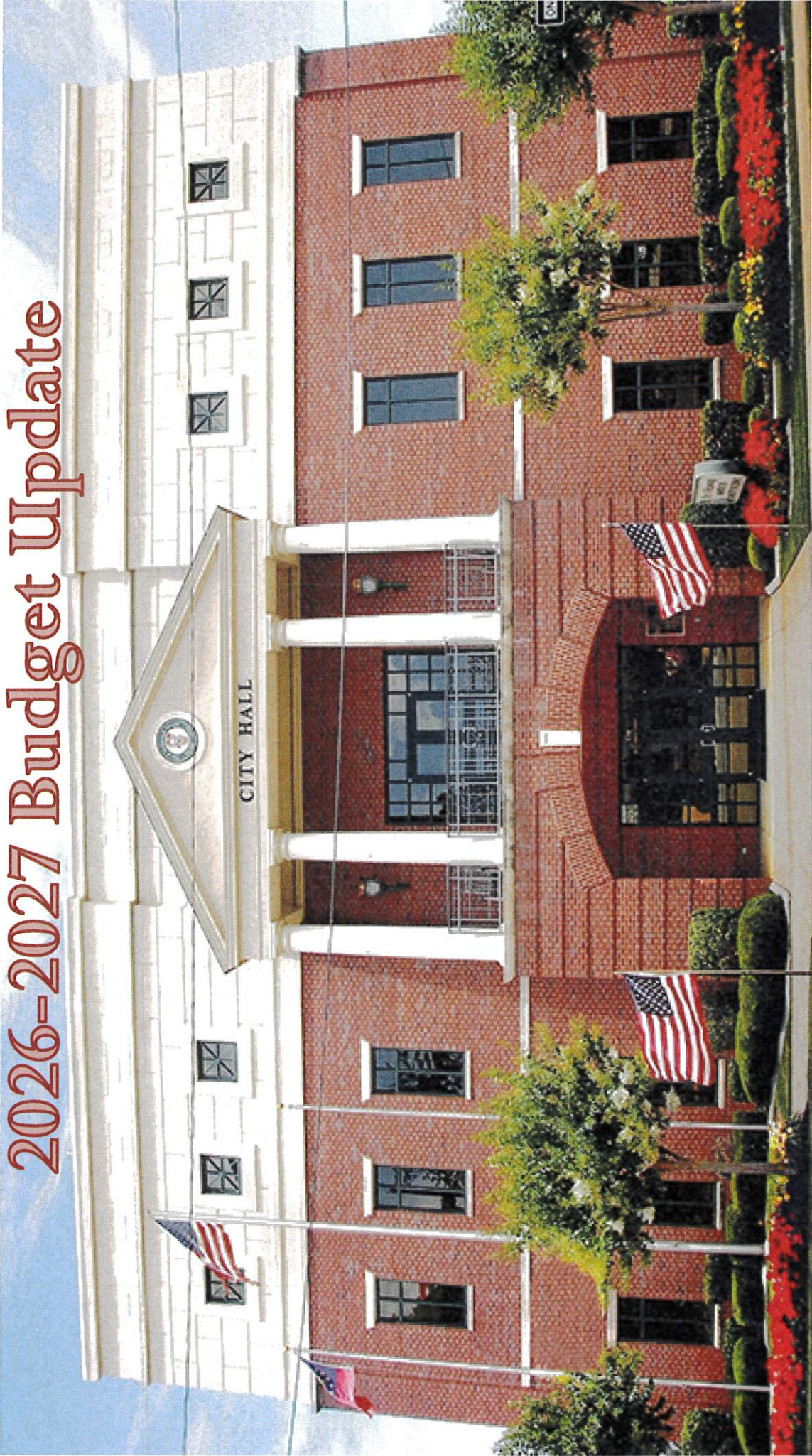
Georgia Interlocal Risk Management Agency  
P.O. Box 105377  
Atlanta, GA 30348

NAMED MEMBER: **City of McDonough**  
MEMBER NUMBER: MC1  
ADDRESS: 136 Keys Ferry Street  
McDonough,GA 30253

<b>COVERAGE PERIOD:</b>	<b>May-01-2026-May-01-2027</b>
<b>INVOICE NUMBER:</b>	<b>375049</b>
<b>ANNUAL CONTRIBUTION DUE:</b>	<b>\$49,205</b>
<b>RATING BASIS (POPULATION):</b>	<b>32,803</b>

**PREMIUMS ARE DUE IN FULL UPON RECEIPT. IF PAYMENT IS NOT RECEIVED WITHIN 30 DAYS OF THE DATE OF THE INVOICE, COVERAGE MAY BE CANCELLED.**

# 2026-2027 Budget Update



# Assessing Financial Health

- Cash Position
- Fund Balances
- Tax Digest
- Collection Rates
- Millage Rate
- Debt
- One Time Expenses
- Forecasting ASSUMPTIONS
- Receivables
- Elected Officials Priorities
- Fiscal Responsibility

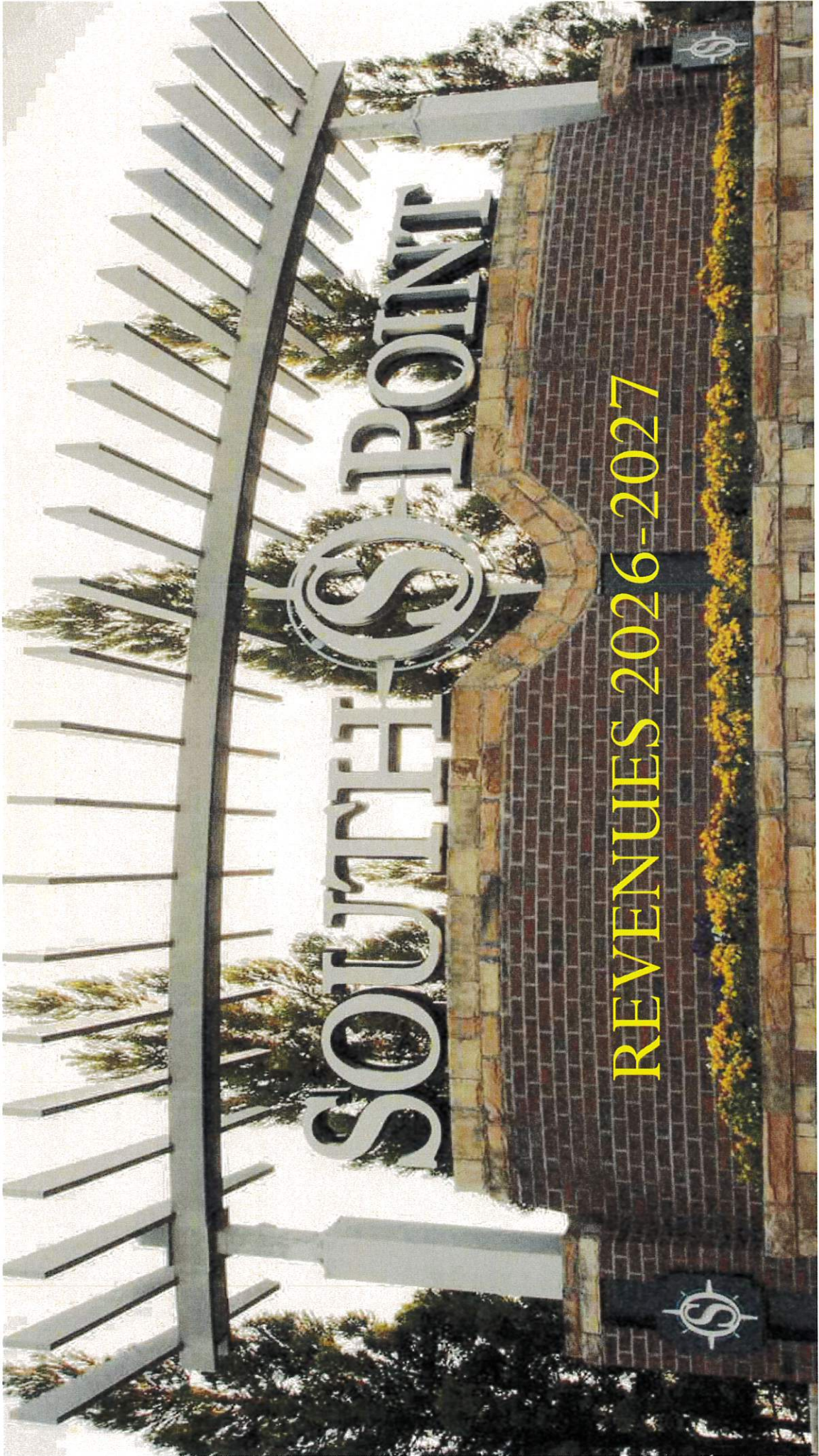
Current Millage Rate 3.0330

Last Years Digest 1,994,944,664

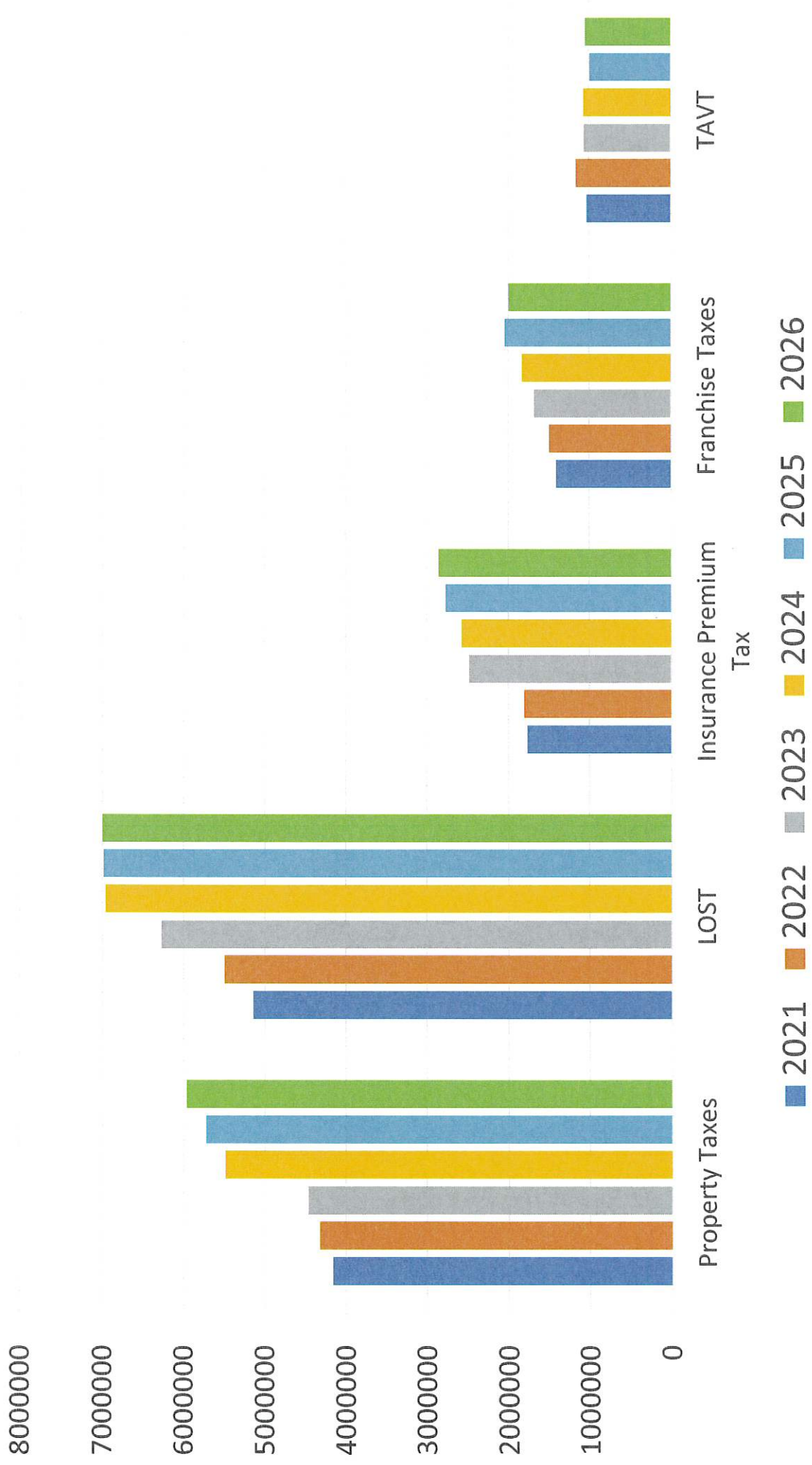
Roll Back Millage Rate is up 3.184

Current estimated Digest 1,900,000,000

The actual Millage Rate will not be set until later in the year once the actual figures come in.



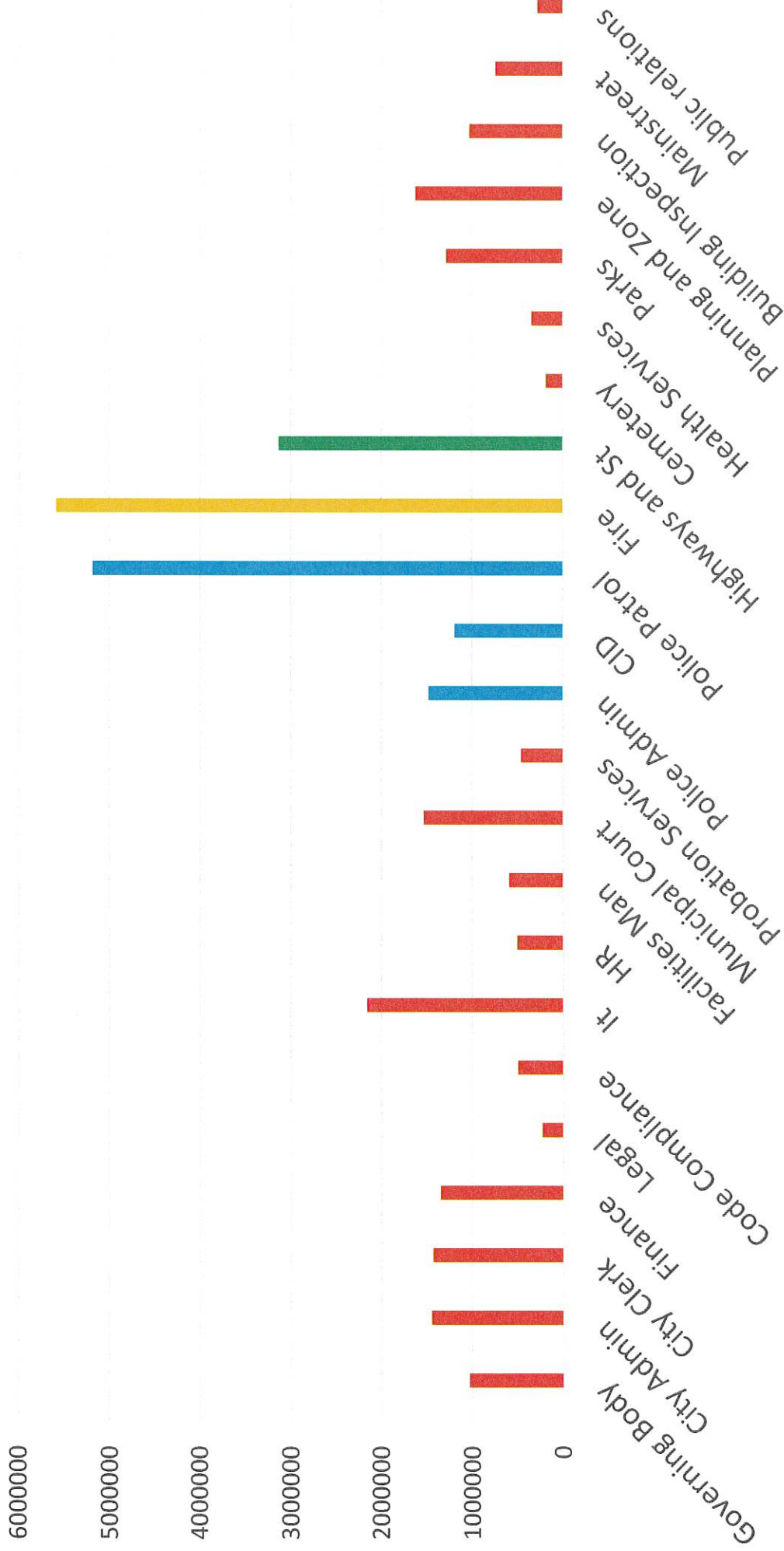
REVENUES 2026-2027



# EXPENDITURES



Chart Title



Series1 Series3

	2026	2027
Governing Body	899,577.00	1,031,688.00
City Admin	1,286,919.00	1,460,143.00
City Clerk	1,509,451.00	1,353,245.00
Finance	1,409,845.00	1,351,181.00
Legal	257,475.00	227,475.00
Code Compliance	280,825.00	497,167.00
It	1,806,132.00	2,153,632.00
HR	491,350.00	507,415.00
Facilities Man	534,620.00	573,269.00
Municipal Court	1,031,584.00	1,537,600.00
Probation Services	715,006.00	462,196.00
Police Admin	1,452,035.00	1,479,002.00
CID	1,020,342.00	1,195,606.00
Police Patrol	4,919,257.00	5,192,642.00
Fire	5,004,159.00	5,600,427.00
Highways and St	3,088,948.00	3,102,718.00
Cemetery	140,000.00	185,750.00
Health Services	360,615.00	0.00
Parks	1,128,608.00	1,284,366.00
Planning and Zone	1,549,086.00	1,522,347.00
Building Inspection	629,236.00	1,027,404.00
Mainstreet	620,221.00	737,467.00
Public relations	55,237.00	307,419.00
Façade grants	18,000.00	50,000.00
Non Divisional	-1,303,824.00	-1,279,294.00
Total	28,904,704.00	31,560,865.00

## Some of the Expenses

- City Admin - \$140,000 for Building repairs
- Finance Department - Financial systems upgrades including card readers \$40,000
- Code Compliance – Truck \$55,000 (Replacement)
- Technology Services – Computers \$30,000
- Facilities Asset Management - \$500,000 repairs, HVAC systems, roofs, and remodels of current buildings
- Municipal Court – Court renovations including painting and new sink in bathroom \$6,500
- Police Patrol Division – New weapons, ammo, kennel for Benny, Radio Equipment, upgrade to evidence room, Axon \$202,080  
(Police Cars lease, and Axon equipment to be paid from SPLOST)

- Fire Department – New SCBA equipment, fire hose, extraction equipment \$40,000
- Highway and Streets – New Truck \$55,000 (replacement) – ( Streetlights \$604,758)
- Parks Department – Repairs to Parks \$45,000
- Planning and Zoning – Blacksville Action Item initiative, Freight Cluster Study, Town Center LCI update, Preservation study, Arts District for Placemaking \$400,000
- Building and Inspections – Building Code Update \$300,000
- Main Street – Beautification Projects \$70,000 Façade Grants \$50,000

## Enterprise Funds

- Water Pollution Control Plant – Truck \$55,000 (replacement)  
Gearbox, Electric Gates, Pumps, Dump Truck (New), Landfill fees for Biosolids, Removal of old Caustic Tank and install new Caustic Tank \$599,999
- Water Treatment Plant – Truck \$25,000 (replacement), Get Big Spring Well back in service, Natural Gas Generator \$959,699
- Water Distribution – New Meters \$128,370 New truck (replacement) \$55,000
- Sewer Maintenance – New Truck (replacement) \$56,995
- Stormwater – Stormwater Master Plan \$500,000

# 204 Vehicles are being tracked

2017	Ford	E4FF	1FDXE4F5XHDC54802	Private Passenger - Police Cars
2019	Dodge	Charger	2C3CDXAT8KH533106	Private Passenger - Police Cars
2019	Dodge	Charger	2C3CDXAT6KH533105	Private Passenger - Police Cars
2019	Dodge	Charger	2C3CDXAT0KH533102	Private Passenger - Police Cars
2020	Chevrolet	Tahoe	1GNLDEC8LR221643	Private Passenger - Police Cars
2020	Chevrolet	Tahoe	1GNLDEC3LR222957	Private Passenger - Police Cars
2020	Chevrolet	Tahoe	1GNLDEC5LR223009	Private Passenger - Police Cars
2020	Chevrolet	Tahoe	1GNLDEC0LR222995	Private Passenger - Police Cars

# 96 Pieces of equipment being tracked

MC1	MC110840	Public Works - Water Dist.	Locator Schonstedt xtpct w/transmitter
MC1	MC110841	Public Works-Water Dist.	Packer Mikasa MTX-60 GX100
MC1	MC110842	Public Works-Water Dist.	Super ripcord Smoker Briggs/Stratton 6.75 HP
MC1	MC110843	Public Works-Water Dist.	Precision Solar Controls Signboard
MC1	MC110844	Public Works-Water Dist.	Precision Solar Controls Signboard
MC1	MC110845	Public Works-Water Dist.	SPX RD 1000+ ASSEMBLY RADIO DETECTION
MC1	MC110846	Public Works - Water	Primayer Eureka 3 Enigma-hyQ, Mikron
MC1	MC110847	Public Works - Water	McLaghlin Verifier G-3 Receiver/Transmitter Locator
MC1	MC110848	Public Works - Water	IBAK Camera Trailer
MC1	MC110849	Public Works - Streets	Scag 0 Turn mower
MC1	MC110850	Public Works - Streets	Scag 0 Turn Mower
MC1	MC112437	Model # 5VL75-2	Dubota Compact Track Loader CTL
MC1	MC115369	Streets	2019 SCAG Lawn mower
MC1	MC115370	Streets	2020 SCAG Lawn mower
MC1	MC115370	Streets	2020 Lawn mower



City Employees

**City of McDonough has 241  
Current Positions in all Departments  
Departments Requested 7 new positions**

**2 of the new positions are in the  
Enterprise Fund**

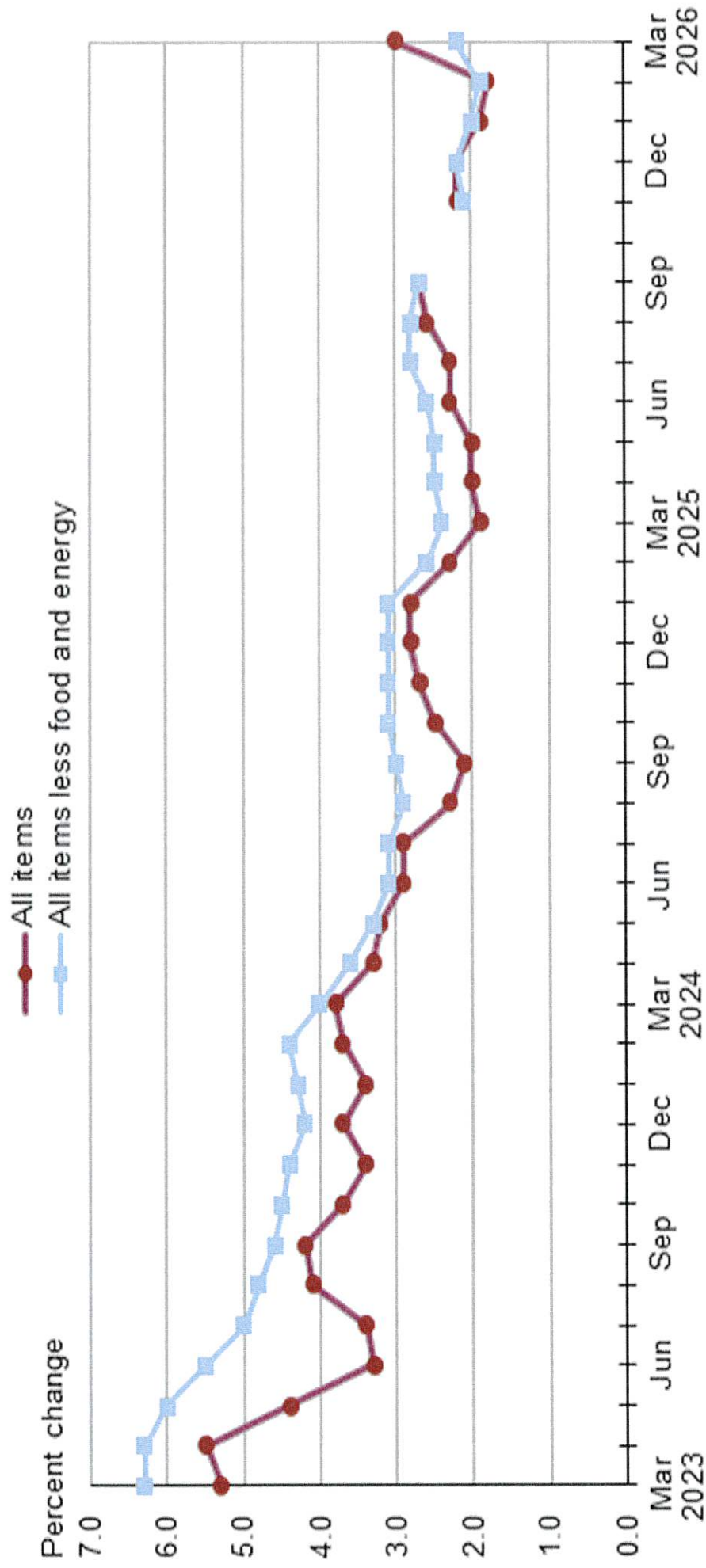
Name	Name	Grade	Position	Id	Code	Department
New	ZZNew	109	Special Events and Facilities Mgr	New	100-1300	City Administration
New	ZZNew	108	Code Enforcement Officer, Supv.	New	100-1532	Code Enforcement
New	ZZNew	101	Custodian	New	100-1565	Facilities
New	ZZNew	306	Fire Lieutenant	New	100-3520	Fire Will not backfill fire fighter positions
New	ZZNew	306	Fire Lieutenant	New	100-3520	Fire Will not backfill fire fighter positions
New	ZZNew	306	Fire Lieutenant	New	100-3520	Fire Will not backfill fire fighter positions
New	ZZNew	104	Foreman (Facilities)	New	100-6220	Parks
New	ZZNew	101	Operations Support Worker	New	100-6220	Parks
New	ZZNew	101	Customer Services Rep	New	505-4440	Public Works-Water Distribution
New	ZZNew	101	Operations Support Worker	New	505-4440	Public Works-Water Distribution

Department	GL Code	EE	Vac	New	Total
Governing Body	100-1110	1	1		2
City Administration	100-1300	2	4	1	7
City Clerk	100-1330	2			2
Finance	100-1512	7	2		9
Code Enforcement	100-1532	2		1	3
IT	100-1535	2	1		3
HR	100-1540	4			4
Facilities	100-1565			1	1
Courts	100-2650	11			11
Probation	100-2660	3	1		4
Police-Admin	100-3210	9	1		10
Police-CID	100-3221	9			9
Police-Patrol	100-3230	47	6		53
Fire	100-3520	41	3		44
Public Works-Hwys/St	100-4210	13	1	2	16
HHS	100-5410	0			0
Parks	100-6220	3	4		7
CED	100-7400	7	3		10
Building Inspections	100-7450	4		1	5
Mainstreet	100-7540	4			4
Public Relations	100-7541		2		2
Wastewater	505-4335	5	2		7
Water Treatment	505-4420	9			9
Water Dist	505-4440	15	2	1	18
Stormwater	506-4970	6			6
Sanitation	540-4520	2			2
Total EE		208			
Total Vac			33		
Total New				7	
<b>TOTAL</b>					<b>248</b>

# COST OF LIVING ADJUSTMENT



**Chart 1. Over-the-year percent change in CPI-U, South region, March 2023–March 2026**



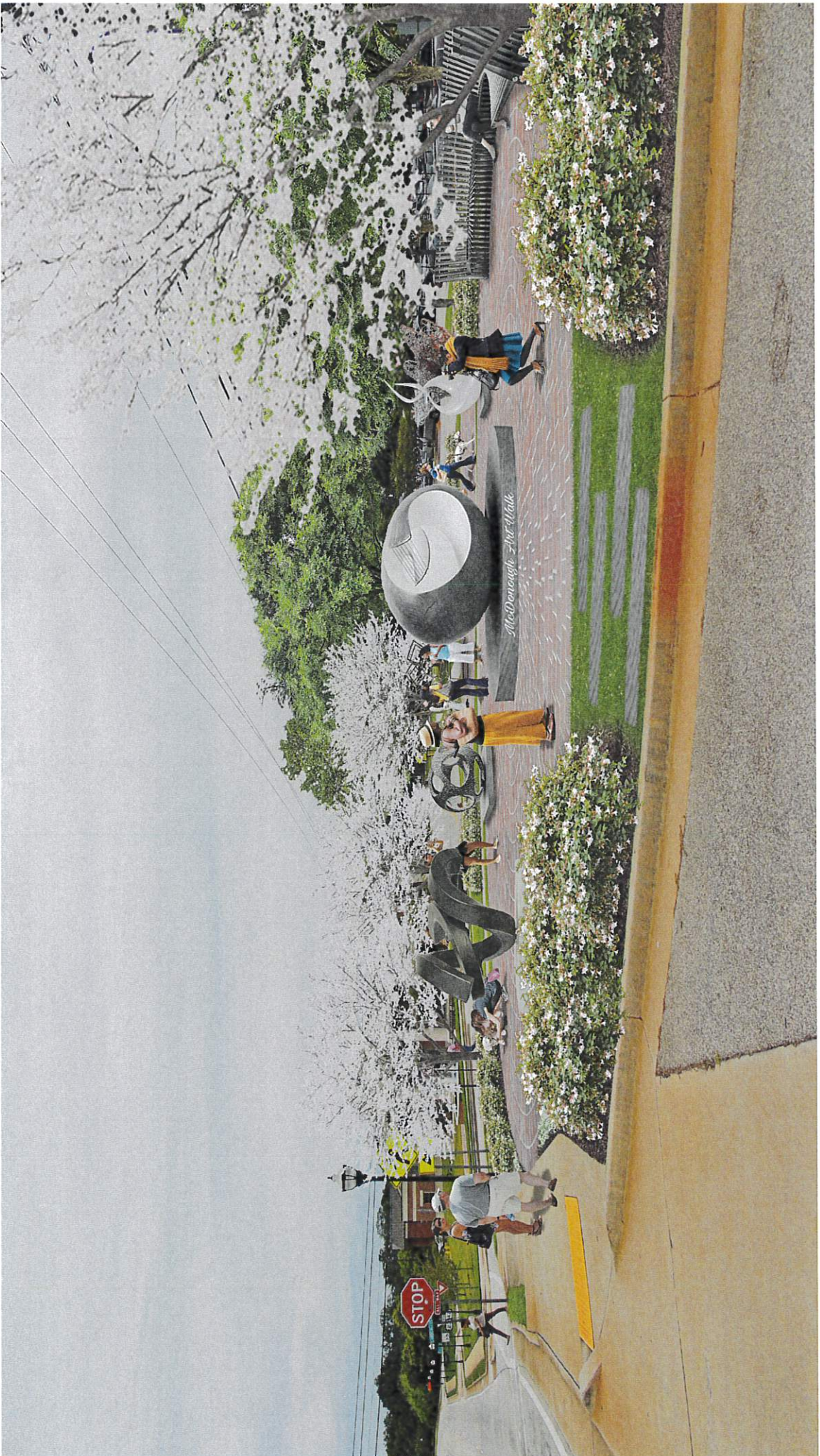
Note: The October 2025 data values are not available due to the 2025 lapse in appropriations.  
 Source: U.S. Bureau of Labor Statistics.

**Current proposed budget  
includes 2% COLA**

# MCDONOUGH BLOOM



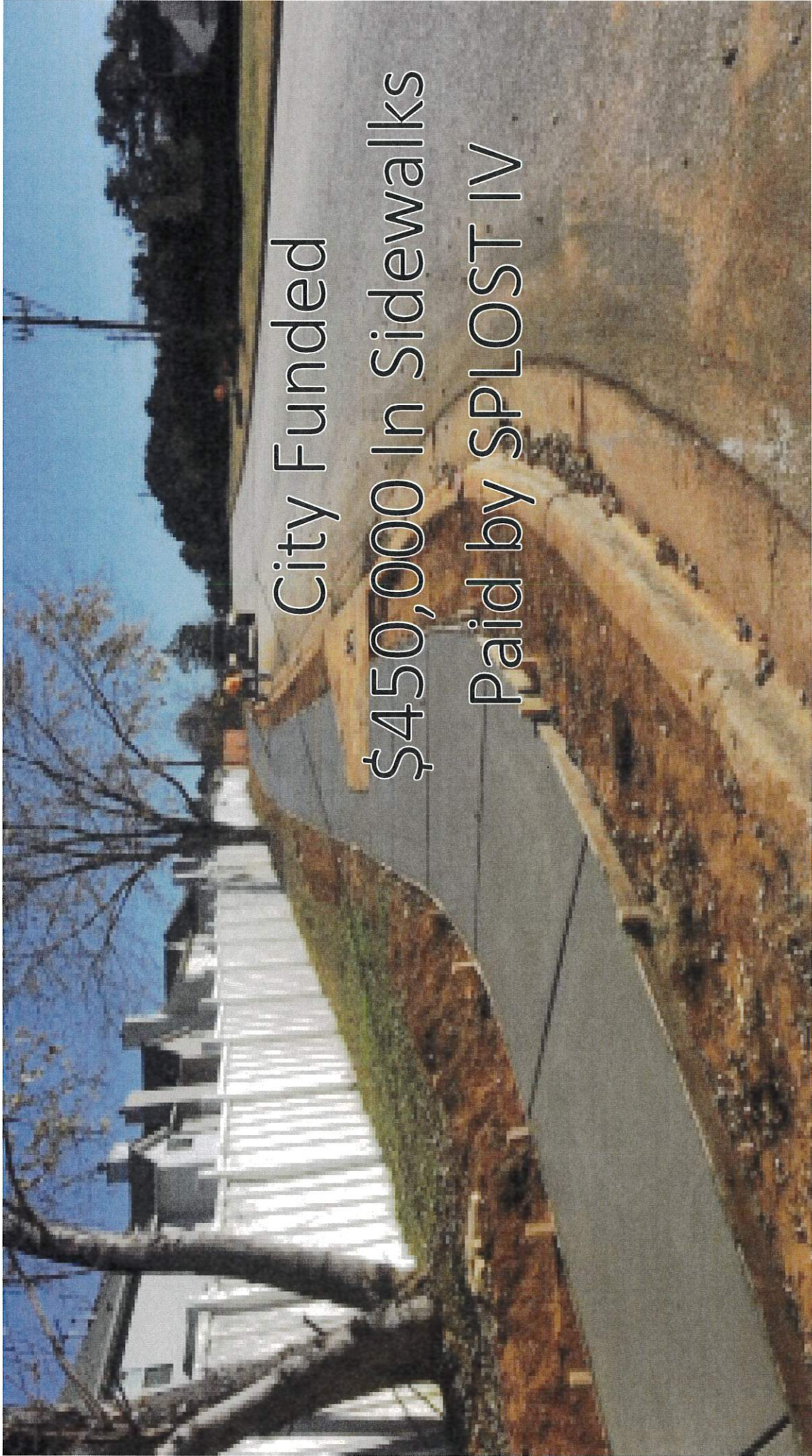




# Other Projects for 2026-2027



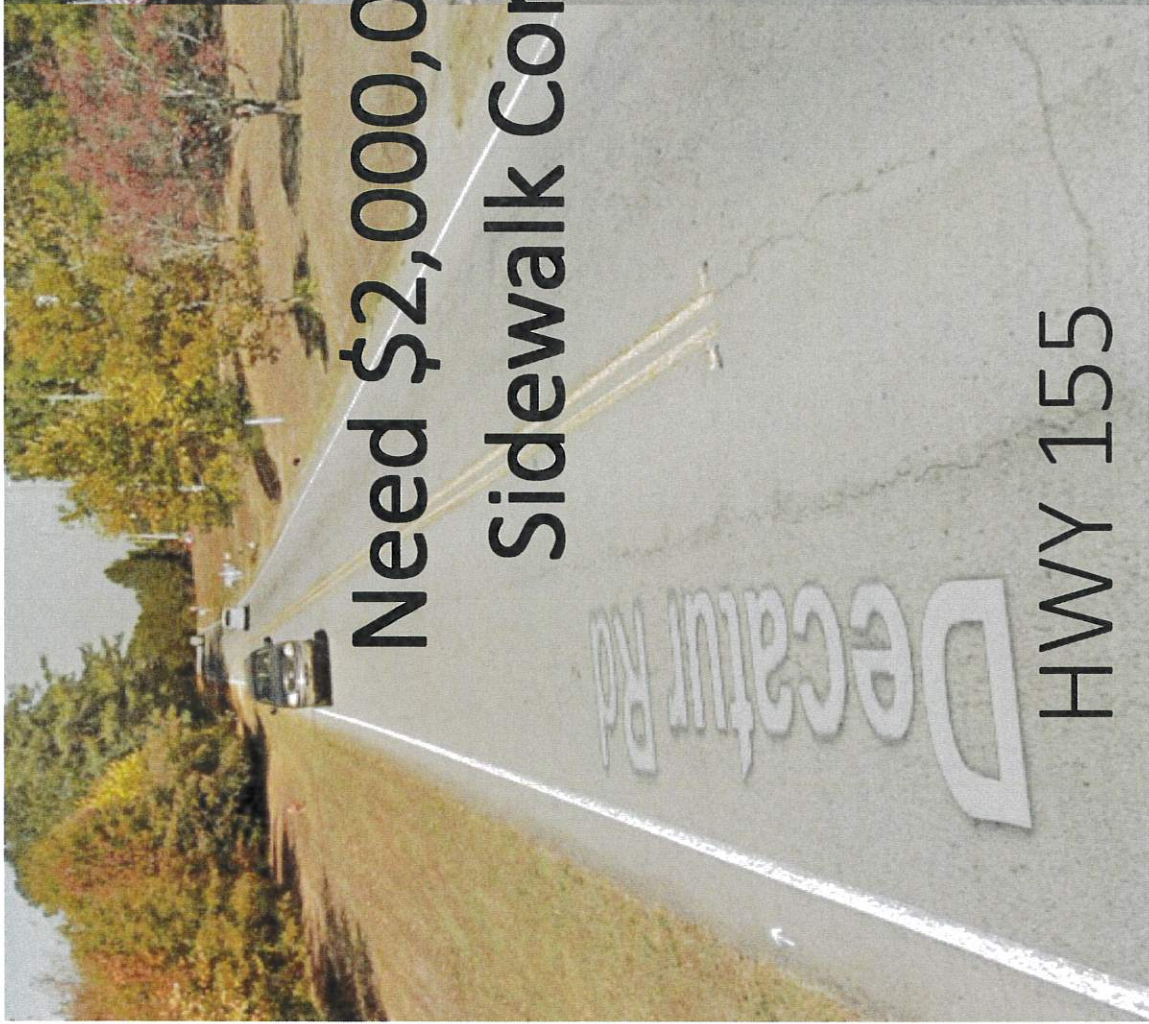
Infrastructure Upgrades



City Funded

\$450,000 In Sidewalks

Paid by SPLOST IV



# Need \$2,000,000 to Complete Sidewalk Connectivity Plan

HWY 155



HWY 20

Rosewood Dr

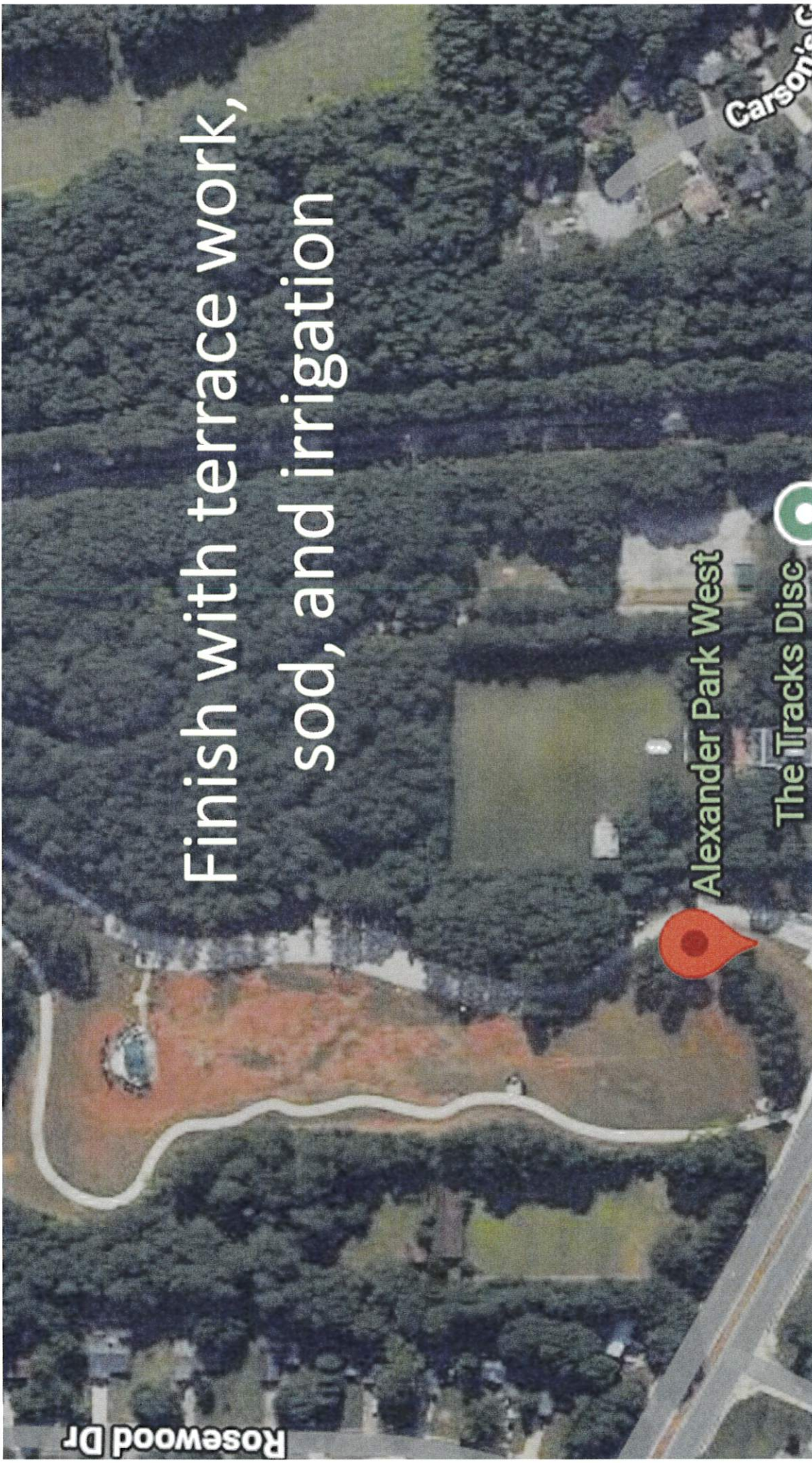
Finish with terrace work,  
sod, and irrigation



Alexander Park West

The Tracks Disc 

Carson's 





Wastewater Plant Upgrade

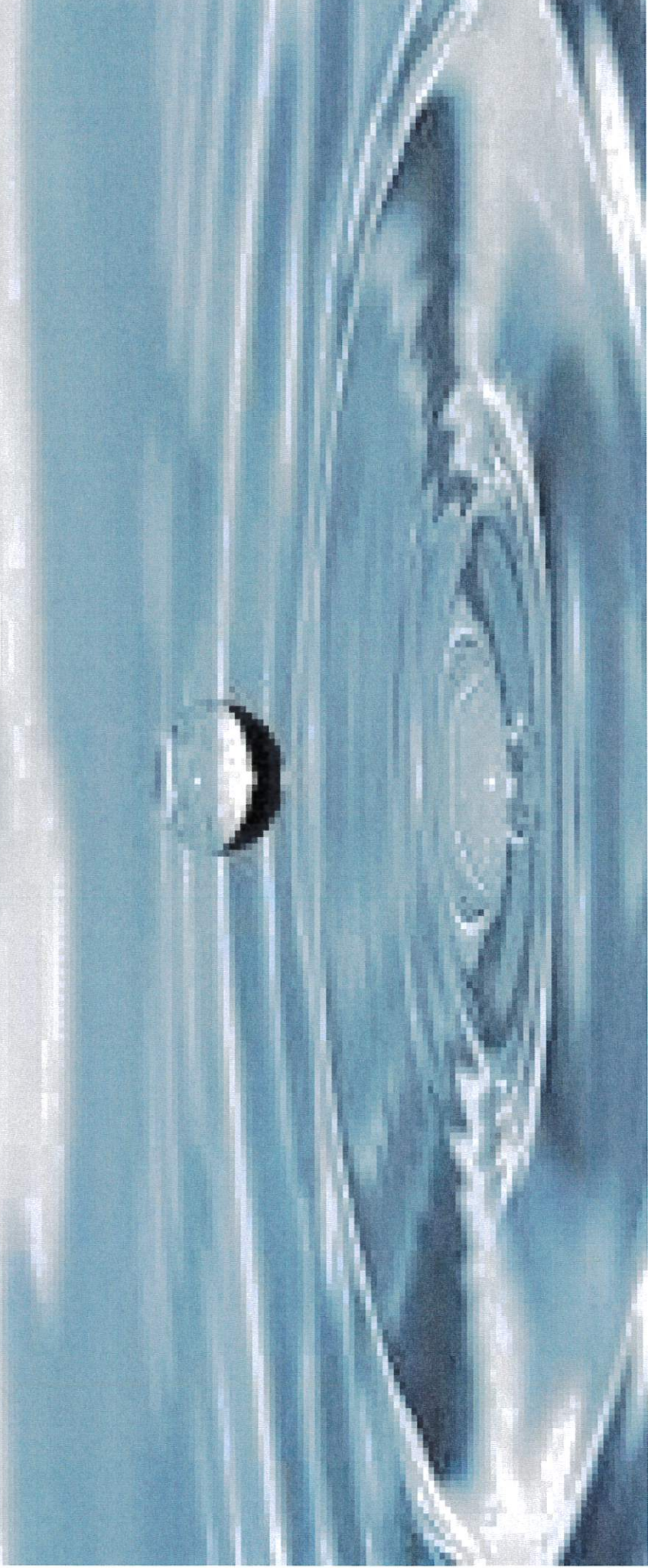
# Wayfinding Signage

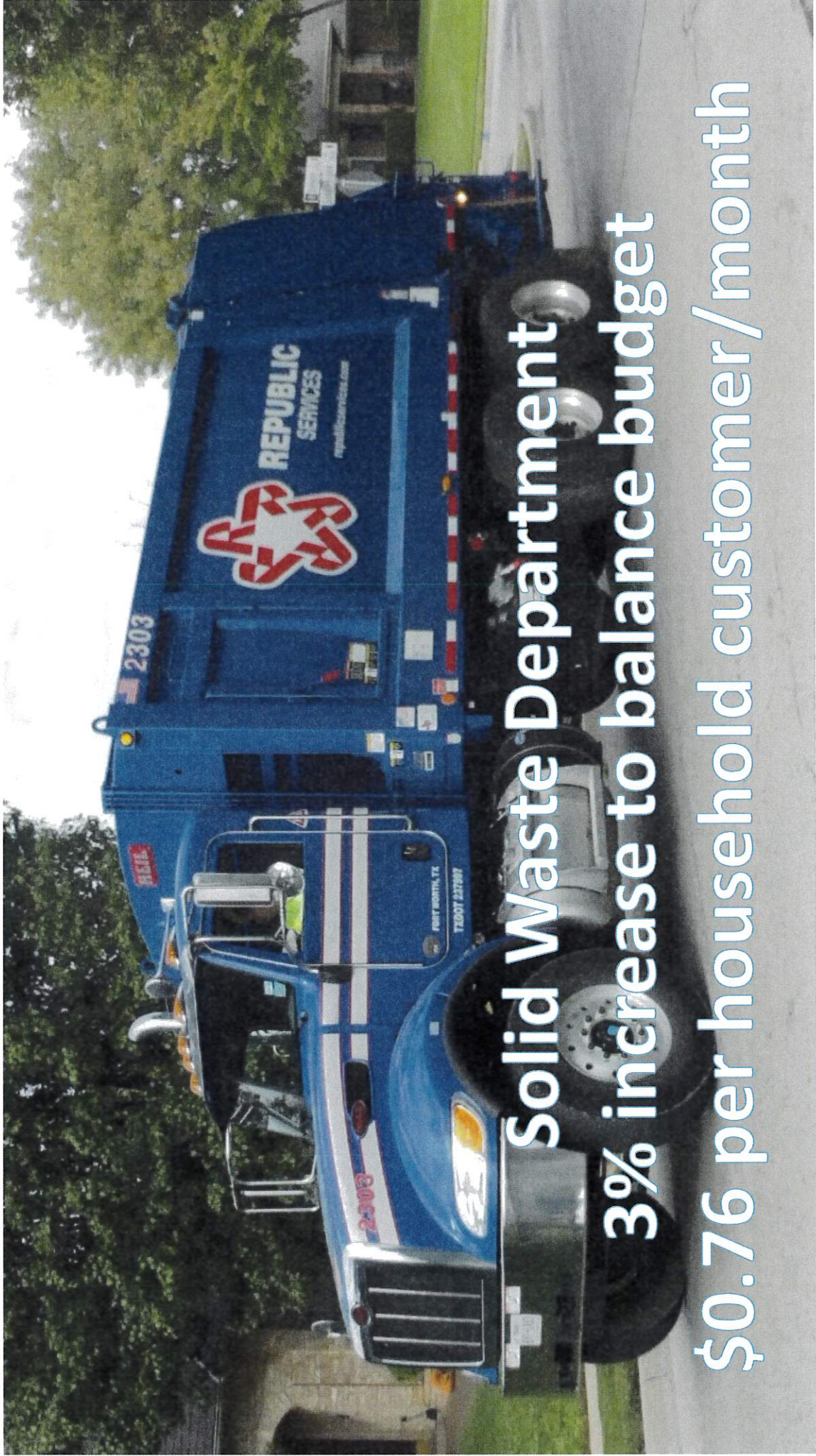




ROAD PAVING

Water and Sewer Department  
balanced budget and No rate increase





**Solid Waste Department  
3% increase to balance budget  
\$0.76 per household customer/month**



## AGREEMENT

### PART I - ENGINEERING SERVICES

THIS AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand Twenty-Six between CITY OF McDONOUGH, 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 ADDITIONS TO WATER POLLUTION CONTROL PLANT (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.

##### B. Study and Report Phase

1. The ENGINEER agrees to meet with the Owner to clarify requirements for the project. Advise the OWNER of any need for data or services needed to prepare the reports.
2. ~~Prepare Antidegradation Review and Economic Analysis Report for submission to Georgia Environmental Protection Division.~~
3. Prepare an Environmental Report (EID) and revise Engineering Report to suit funding source selected by City.
4. Prepare a Design Development Report (DDR) and submit to Georgia Environmental Protection Division for approval.
5. Wetlands delineation, if required, will be coordinated by our firm, and performed by others.

6. Assist the City in any public meetings as required.

C. Design Phase

1. The ENGINEER shall conduct a field survey of the Project area locating all known underground utilities within the limits of construction. All locations of underground or surface facilities of the Project area shall be confirmed by the OWNER.
2. The ENGINEER shall prepare plans and specifications and complete construction details of proposed improvements.
3. In the advanced stage of design, the ENGINEER shall submit to the OWNER, working drawings for review and approval. The ENGINEER shall schedule on-site or design review conferences as necessary to resolve any problems.
4. Prepare the necessary storm water monitoring plans and permits.
5. Coordinate all subsurface soils investigations to be performed by others.
6. 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).
7. Secure approval of such governmental authorities as have jurisdiction over design criteria applicable to the Project.
8. Prepare proposal forms, notice to bidders, and prepare the Contract Documents with the assistance of the OWNER.

D. 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.

E. 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.
7. Prepare an Operation and Maintenance Manual.

**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 studies and reports, meetings regarding studies and reports, and submittal of studies and reports required by the EPD or DOT to construct the improvements that are not specifically outlined in Section 1 of this Agreement. Preparation of application to obtain buffer variances, and highway and railroad permits, as required.
- E. Funding Assistance  
Preparation of reports required by funding agencies or bonds, submitting draw requests, and general funding assistance, if required.
- F. 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).
- G. Topographic Survey  
Preparation of a topographic survey of the site, including the field location of wetland limits if required.
- H. Periodic Project Inspection  
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 1; 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:

B. Study and Report Phase - A lump sum fee to be invoiced as follows:

a. Antidegradation Review	\$20,000
b. Environmental Information Document	\$15,000
c. Design Development Report	\$10,000

E.7 Operation & Maintenance Manual \$30,000

C, D, and E. Design, Bidding and Construction

A fee based on total construction cost time a percentage as shown below:

- A fee based on total construction cost times 7.6%

*Turnipseed Engineers will credit the City \$159,675.01 for previous engineering work.*

2. Under Section 2, Items A through G will be billed based on actual payroll cost times a multiplier 2.17; out of pocket expenses will be billed at cost plus 15%. Mileage will be billed at \$0.58 per mile.

3. Under Section 2, Item H, the OWNER shall pay the ENGINEER for periodic inspection services during construction based on an hourly rate. The hourly rates shall be as follows:

a. Engineer Inspector -	\$150.00/hr.
b. Senior Field Inspector -	\$125.00/hr.
c. Field Inspector -	\$ 95.00/hr.

Mileage will be billed at \$0.58 per mile.

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 Phase 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 1.97 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.

C. Engineering Tasks Performed By Owner

Employees of the OWNER, licensed and qualified to perform certain design tasks and related permitting and regulatory agency required administrative tasks, may do so in order to assist the ENGINEER with the scope of services outlined in Section 1 and Section 2 of the Agreement. Tasks to be performed by the OWNER and the associated

design fee credit will be mutually agreed upon by OWNER and ENGINEER during the course of the project.

**END OF SECTION 4**

**SECTION 5 - TIME OF PERFORMANCE**

- A. The Final Design Phase shall be completed by the ENGINEER within a mutually agreed upon time.
- 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 shall be entitled to, upon payment of fees due to the ENGINEER, a perpetual, non-exclusive license to the Drawings and Construction Specifications used to construct the Project. In consideration of this license, the OWNER agrees to hold harmless and indemnify the ENGINEER from any liability or loss resulting from their use, in full or in part, on other projects. Drawings and Construction Specifications shall be furnished electronically after the completion of record drawings by the ENGINEER. The license may not be transferred or assigned by the OWNER without written agreement by 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 McDONOUGH, GEORGIA

ATTEST:

BY: \_\_\_\_\_

Kamali Varner

TITLE: Mayor

WITNESS:

DATE: \_\_\_\_\_

(Seal)

G. BEN TURNIPSEED ENGINEERS, INC.

ATTEST:

BY: Kenneth E. Green

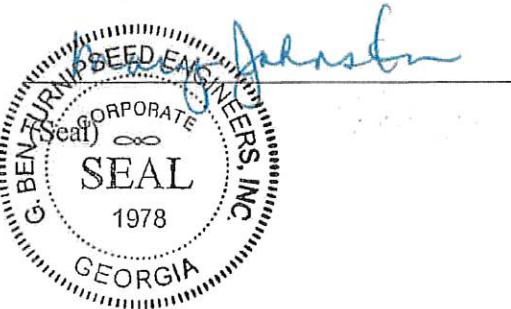
Kenneth E. Green, P. E.

Elissa Jordan

TITLE: President

WITNESS:

DATE: 2/12/26



## 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.

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.

**END OF PART II  
TERMS AND CONDITIONS**