



## Centralized Engineering Services

Bin 39066  
829 Jefferson St  
Atlanta, GA 30318  
Telephone 404-506-4410

February 8, 2021

City of Forest Park  
Attn: Shalonda Brown  
745 Forest Parkway  
Forest Park, GA 30297

RE: City of Forest Park – Forest Park Streetscape Phase 2  
GPC No. L5435  
Preliminary Engineering Agreement

Dear Ms. Brown:

Please find enclosed a Preliminary Engineering Agreement with respect to the above-referenced project. As you will note in the agreement, the stipulated sum for the preliminary engineering associated with this project is \$15,000.00.

The Stipulated Sum is valid only for a period of one (1) year following the date set forth on the enclosed agreement. Further, Georgia Power will not commence any work unless, prior to the date that is one (1) year following the date set forth on the enclosed estimate, the City executes and returns the enclosed Preliminary Engineering Agreement, the agreed upon sum, and authorizes commencement of the work.

If you have any questions, please contact Kris Stephens at 706-340-6457.

Sincerely,

Kris Stephens

**PRELIMINARY ENGINEERING AGREEMENT**

PROJECT NAME: City of Forest Park – Forest Park Streetscape Phase 2

PROJECT NUMBER: L5435

GDOT PROJECT NUMBER: N/A

THIS PRELIMINARY ENGINEERING AGREEMENT (“Agreement”) is made and entered into as of the Effective Date, by and between the City of Forest Park (“City”) and GEORGIA POWER COMPANY, a Georgia corporation (“GPC”). This Agreement may refer to either City or GPC, or both, as a “Party” or the “Parties.”

**WITNESSETH:**

**WHEREAS**, City desires to undertake and complete the project identified in the heading of this Agreement (the “Project”);

**WHEREAS**, in connection with the Project, City has requested that GPC proceed with certain preliminary engineering and/or design services for the Project in order to facilitate the City’s consideration of the Project (the “Preliminary Engineering”);

**WHEREAS**, GPC has agreed to proceed with the Preliminary Engineering on the terms set forth below; and

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants of the Parties hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

1. **Scope of Work**. GPC, with its regular construction or maintenance crews and personnel, at its standard schedule of wages and working hours (as may be applicable from time to time during the term of this Agreement), and working in accordance with the terms of its agreements with such employees, will perform the Preliminary Engineering in accordance with the scope of work (defined below)(the “Work”). The “Work” shall consist of creating a set of construction drawings and a billable estimate to be provided to the City of Forest Park. GPC shall make all technical decisions concerning the Work and may elect to contract any portion of the Work.
2. **Project Construction**. Nothing in this Agreement shall be deemed to constitute GPC’s approval of or consent to the construction of the Project. If City elects to proceed with the Project after the Work is performed, City must enter into a separate agreement with GPC for any adjustments to GPC’s facilities made necessary by the Project.
3. **Reimbursement of GPC Expenses**. City shall pay GPC a stipulated sum for the Work prior to and after the signing of this Agreement (collectively, the “Reimbursable Expenses”). GPC’s stipulated sum for the Reimbursable Expenses for the Project is \$15,000.
4. **Payment Terms**. The City will make payment to GPC the Reimbursable Expenses prior to the Company commencing any portion of the work contemplated hereunder. The Payment Amount are valid only for a period of one (1) year following the date set forth on the Cover Letter. City’s obligation to pay to GPC the Reimbursable Expenses shall survive termination of this Agreement for any reason.
5. **Appropriations**. City represents to GPC that: (i) City has obtained appropriations sufficient to reimburse GPC for the Reimbursable Expenses encompassed by the initial Estimate; (ii) City shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by City; and (iii) City shall promptly notify GPC in the event City is unable to obtain such additional appropriations.
6. **Termination**. City may terminate this Agreement for any reason by delivery of notice to GPC. Such termination shall become effective upon the expiration of fifteen (15) calendar days following delivery of notice to GPC or such later date designated by the notice. GPC may terminate this Agreement upon City’s breach of any of the terms of, or its obligations under, this Agreement, upon delivery of notice to City. City understands that in the

event of termination, it may be impossible or impractical to immediately stop the Work, and that it may be necessary for GPC to continue to perform the Work until it has reached a point where it may reasonably and/or safely stop the Work. City agrees that its obligation to pay to GPC the Reimbursable Expenses shall include all costs and expenses incurred by GPC to stop the Work.

7. **Notices.** All notices required or permitted by this Agreement shall be in writing and shall be deemed delivered (i) on the expiration of three (3) days following mailing by first class U.S. mail, (ii) on the next business day following mailing by a nationally recognized overnight carrier, or (iii) on the date of transmission, as evidenced by written confirmation of successful transmission, if by facsimile or other electronic transmission sent on a business day (or if not sent on a business day, then on the next business day after the date sent), to the Parties at the addresses set forth below, or such other addresses as either Party designates by delivery of prior notice to the other Party:

**If to City:** City of Forest Park  
Attn: Shalonda Brown  
745 Forest Parkway  
Forest Park, GA 30297  
Email: ssteed@forestparkga.gov

**If to GPC:** Georgia Power Company  
Attn: William J. Howard, Jr.  
Bin 39066  
829 Jefferson St  
Atlanta, GA 30318  
Email: wjhowar@southernco.com

8. **City as Party.** City acknowledges that this Agreement is “proprietary” in nature under applicable Georgia law, as permitted by O.C.G.A. § 36-60-13(j), and not “governmental” or “legislative,” as prohibited by O.C.G.A. § 36-30-3(a). City further represents and warrants that this Agreement will comply with all applicable laws concerning City actions and approvals and execution of binding agreements. City covenants to undertake all actions necessary to bind City.
9. **Miscellaneous Provisions.** This Agreement contains the Parties’ entire agreement relating to the Work, may not be waived or modified except in a writing signed by both Parties, and supersedes all prior or contemporaneous written or oral agreements regarding the Work. If either Party fails to enforce its’ rights under this Agreement or fails to insist upon the performance of the other Party’s obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement. The obligations and covenants of this Agreement will accrue to the benefit of, and be binding upon, the successors and assigns of the Parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. The Parties agree that this Agreement shall be deemed to have been executed in Georgia.

**[SIGNATURES BEGIN ON FOLLOWING PAGE.]**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in two (2) counterparts, each of which shall be deemed an original, by their authorized representative(s) signing below. The "Effective Date" is the date on which this Agreement is signed by City, as indicated below.

**CITY:**

Signed, sealed and delivered this \_\_\_\_ day of \_\_\_\_\_, 2020, in the presence of:

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
NOTARY PUBLIC

(SEAL)

**City of Forest Park**

By: \_\_\_\_\_ (SEAL)

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

**MAYOR**

(OFFICIAL CITY SEAL)

(OFFICIAL SEAL OF THE CITY)

I attest that the seal imprinted above is the Official Seal of the City.

ATTEST: \_\_\_\_\_

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

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

(Official Custodian of the Seal)

**APPROVED AS TO FORM:**

By: \_\_\_\_\_ (SEAL)

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

**CITY ATTORNEY**

**GPC:**

**GEORGIA POWER COMPANY**

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

Name: William J. Howard, Jr.

Title: Centralized Engineering Services Manager

ATTEST: \_\_\_\_\_

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

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

Signed, sealed and delivered this \_\_\_\_ day of \_\_\_\_\_, 2020, in the presence of:

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
NOTARY PUBLIC

(SEAL)

(SEAL)