



## AGENDA STAFF MEMO

**TO:** Honorable Mayor and City Council Members  
**FROM:** Sara Leaders, Public Works Director  
**DATE:** Submitted on May 6, 2025, for the May 19, 2025, Regular City Council Meeting

DocuSigned by:

A blue ink signature of Sara Leaders.

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**AGENDA ITEM:** Approval of a Professional Services Agreement between the City of Milton, GA and TerraMark Land Surveying, Inc. for Property Surveying and Platting Services at Birmingham Park.

### **SUMMARY:**

Birmingham Park has been identified by Council as an opportunity to preserve natural habitat and greenspace in Milton by placing it in a conservation easement. To create a clear delineation between the Birmingham Park conservation area and existing facilities (Fire Station 43 & Public Works), survey and platting services are required. Work includes the surveying and boundary marking of multiple parcels, document preparation to abandon Old Bull Pen Road within the park, and minor plat preparation.

### **FUNDING AND FINANCIAL IMPACT:**

The current requisition estimate is for initial tasks. TerraMark will invoice based on actual time to complete the tasks. Because some historic data and documentation has been provided, the consultant anticipates actual costs to be lower than quoted. Tasks 4-6 are not on the critical path for establishing the conservation easement but are important for formally designating the parcels through a plat. These tasks may be added later and funded in the FY26 budget to complete the process with a plat and setting boundary markers.

### **ALTERNATIVES:**

This work is required in order to prepare the property to be placed in a conservation easement. Other survey companies could complete the work, however TerraMark has previously worked on the property and with Jarrard-Davis, who is overseeing the conservation easement process.

### **PROCUREMENT SUMMARY (if applicable)**

<b>Purchasing method used:</b>	<b>Professional Services</b>
<b>Account Number:</b>	100-6210-521200001
<b>Requisition Total:</b>	\$22,700.00 (Remaining tasks within Maximum Contract Price may be added under future PO as needed)

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**REVIEW & APPROVALS:**

**Financial Review:** Bernadette Harvill, Deputy City Manager – May 8, 2025

**Legal Review:** Jennifer K. McCall, Jarrard & Davis, LLP – May 1, 2025

**Concurrent Review:** Steven Krokoff, City Manager –

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*Bernadette Harvill*

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DocuSigned by:

*Steven Krokoff*

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**ATTACHMENT(S):**

Professional Services Agreement

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**PROFESSIONAL SERVICES AGREEMENT**  
**Birmingham Park – Property Surveys and Platting Services**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date"), by and between the **CITY OF MILTON, GEORGIA**, a municipal corporation of the State of Georgia, acting by and through its governing authority, the Mayor and City Council, located at 2006 Heritage Walk, Milton, GA 30004, (hereinafter referred to as the "City"), and **TERRAMARK LAND SURVEYING, INC.**, located at 1396 Bells Ferry Rd, Marietta, GA 30066, a Georgia corporation (herein after referred to as the "Consultant"), collectively referred to herein as the "Parties."

**WITNESSETH:**

**WHEREAS**, City desires to retain Consultant to provide certain services in the completion of a Project (defined below); and

**WHEREAS**, City finds that specialized knowledge, skills, and training are necessary to perform the Work (defined below) contemplated under this Agreement; and

**WHEREAS**, Consultant has represented that it is qualified by training and experience to perform the Work; and

**WHEREAS**, Consultant desires to perform the Work as set forth in this Agreement under the terms and conditions provided in this Agreement; and

**WHEREAS**, the public interest will be served by this Agreement; and

**WHEREAS**, Consultant has familiarized itself with the nature and extent of the Agreement, the Project, and the Work, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of Work.

**NOW, THEREFORE**, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein, and other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties do mutually agree as follows:

## **I. SCOPE OF SERVICES AND TERMINATION DATE**

**A. Agreement.** The Agreement shall consist of this Professional Services Agreement and each of the Exhibits hereto, which are incorporated herein by reference, including:

- Exhibit “A”** – City Solicitation Documents
- Exhibit “B”** – Consultant Response/Proposal
- Exhibit “C”** – Scope of Work
- Exhibit “D”** – Contractor Affidavit
- Exhibit “E”** – Subcontractor Affidavit
- Exhibit “F”** – Key Personnel

**B. Project Description.** The “Project” at issue in this Agreement is generally described as: provide professional land surveying and platting services for multiples parcels in Birmingham Park in Milton, Georgia.

**C. The Work.** The Work to be completed under this Agreement (the “Work”) includes, but shall not be limited to, the work described in the Scope of Work provided in **Exhibit “C”**, attached hereto and incorporated herein by reference. Unless otherwise stated in **Exhibit “C”**, the Work includes all material, labor, insurance, tools, equipment, machinery, water, heat, utilities, transportation, facilities, services and any other miscellaneous items and work necessary to complete the Work. Some details necessary for proper execution and completion of the Work may not be specifically described in the Scope of Work, but they are a requirement of the Work if they are a usual and customary component of the contemplated services or are otherwise necessary for proper completion of the Work.

**D. Schedule, Completion Date, and Term of Agreement.** Consultant understands that time is of the essence of this Agreement and warrants and represents that it will perform the Work in a prompt and timely manner, which shall not impose delays on the progress of the Work. The term of this Agreement (“Term”) shall commence as of the Effective Date, and the Work for Tasks 1-3 shall be completed, and the Agreement shall terminate, on or before September 30, 2025. Future Work for Tasks 4-6 may be added at the City’s discretion after the completion of Tasks 1-3. A Change Order will be issued with a new completion date for any future Tasks 4-6 (provided that certain obligations will survive termination/expiration of this Agreement). If the Term of this Agreement is longer than one year, the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of City on September 30 each fiscal year of the Term, and further, that this Agreement shall automatically renew on October 1 of each subsequent fiscal year absent City’s provision of written notice of non-renewal to Consultant at least five (5) days prior to the end of the then current fiscal year. Title to any supplies, materials, equipment, or other personal property shall remain in Consultant until fully paid for by City.

## **II. WORK CHANGES**

**A. Change Order Defined.** A “Change Order” means a written modification of the

Agreement, signed by representatives of City and Consultant with appropriate authorization.

**B. Right to Order Changes.** City reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written Change Orders and executed by Consultant and City. Such Change Orders shall specify the changes ordered and any necessary adjustment of compensation and completion time. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time to avoid delay or other unfavorable impacts as determined by City in its sole discretion, City shall have the right to determine reasonable terms, and Consultant shall proceed with the changed work.

**B. Change Order Requirement.** Any work added to the scope of this Agreement by a Change Order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written Change Order duly executed on behalf of City and Consultant.

**C. Authority to Execute Change Order.** The City Manager has authority to execute, without further action of the Mayor or City Council, any number of Change Orders so long as their total effect does not materially alter the terms of this Agreement or materially increase the Maximum Contract Price, as set forth in Section III(B) below. Any such Change Orders materially altering the terms of this Agreement, or any Change Order affecting the price where the Maximum Contract Price (as amended) is in excess of \$50,000, must be approved by resolution of the Mayor and City Council. Amendments shall not result in a variance in price exceeding ten percent of the original contract amount.

### **III. COMPENSATION AND METHOD OF PAYMENT**

**A. Payment Terms.** City agrees to pay Consultant for the Work performed and costs incurred by Consultant upon certification by City that the Work was actually performed and costs actually incurred in accordance with the Agreement. Compensation for Work performed and, if applicable, reimbursement for costs incurred shall be paid to Consultant upon City's receipt and approval of invoices, setting forth in detail the services performed and costs incurred, along with all supporting documents requested by City to process the invoice. Invoices shall be submitted on a monthly basis, and such invoices shall reflect costs incurred versus costs budgeted. Any material deviations in tests or inspections performed, or times or locations required to complete such tests or inspections, and like deviations from the Work described in this Agreement shall be clearly communicated to City *before charges are incurred* and shall be handled through Change Orders as described in Section II above. City shall pay Consultant within thirty (30) days after approval of the invoice by City staff.

**B. Maximum Contract Price.** The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not for Tasks 1-6, in any case, exceed **THIRTY-SIX THOUSAND AND 00/100 DOLLARS (\$36,000.00)** (the "Maximum Contract Price"), except as outlined in Section II(C) above, and Consultant represents that this amount is sufficient to perform all of the Work set forth in and contemplated by this Agreement. Work related to "Tasks 4, 5 and/or 6" for minor plat preparation, administrative

processing of subdivision plats, and property monument placement, are included in the Maximum Contract Price, but may only be added at the discretion of the City following the completion of Tasks 1-3 on or before September 30, 2025. The compensation for Work performed shall be based upon a lump sum fee.

C. **Reimbursement for Costs.** The Maximum Contract Price set forth in Section III(B) above includes all costs, direct and indirect, needed to perform the Work and complete the Project, and reimbursement for costs incurred shall be limited as follows:

☒ There shall be no reimbursement for costs.

#### IV. COVENANTS OF CONSULTANT

A. **Expertise of Consultant; Licenses, Certification and Permits.** Consultant accepts the relationship of trust and confidence established between it and City, recognizing that City's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and professional skill and judgment to provide the Work in pursuit of the timely and competent completion of the Work undertaken by Consultant under this Agreement. Consultant shall employ only persons duly qualified in the appropriate area of expertise to perform the Work described in this Agreement.

Consultant covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of Consultant by any and all national, state, regional, county, or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted for under this Agreement. Further, Consultant agrees that it will perform all Work in accordance with the standard of care and quality ordinarily expected of competent professionals and in compliance with all federal, state, and local laws, regulations, codes, ordinances, or orders applicable to the Project, including, but not limited to, any applicable records retention requirements and Georgia's Open Records Act (O.C.G.A. § 50-18-71, *et seq.*). Any additional work or costs incurred as a result of error and/or omission by Consultant as a result of not meeting the applicable standard of care or quality will be provided by Consultant at no additional cost to City. This provision shall survive termination of this Agreement.

B. **Budgetary Limitations.** Consultant agrees and acknowledges that budgetary limitations are not a justification for breach of sound principles of Consultant's profession and industry. Consultant shall take no calculated risk in the performance of the Work. Specifically, Consultant agrees that, in the event it cannot perform the Work within the budgetary limitations established without disregarding sound principles of Consultant's profession and industry, Consultant will give written notice immediately to City.

C. **City's Reliance on the Work.** Consultant acknowledges and agrees that City does not undertake to approve or pass upon matters of expertise of Consultant and that, therefore, City bears no responsibility for Consultant's Work performed under this Agreement. Consultant acknowledges and agrees that the acceptance of Work by City is limited to the function of determining whether there has been compliance with what is required to be produced under this

Agreement. City will not, and need not, inquire into adequacy, fitness, suitability or correctness of Consultant's performance. Consultant further agrees that no approval of designs, plans, specifications or other work product by any person, body or agency shall relieve Consultant of the responsibility for adequacy, fitness, suitability, and correctness of Consultant's Work under professional and industry standards, or for performing services under this Agreement in accordance with sound and accepted professional and industry principles.

**D. Consultant's Reliance on Submissions by City.** Consultant must have timely information and input from City in order to perform the Work required under this Agreement. Consultant is entitled to rely upon information provided by City, but Consultant shall provide immediate written notice to City if Consultant knows or reasonably should know that any information provided by City is erroneous, inconsistent, or otherwise problematic.

**E. Consultant's Representative.** Bill Wohlford [INSERT NAME] shall be authorized to act on Consultant's behalf with respect to the Work as Consultant's designated representative, provided that this designation shall not relieve either Party of any written notice requirements set forth elsewhere in this Agreement.

**F. Assignment of Agreement.** Consultant covenants and agrees not to assign or transfer any interest in, or delegate any duties of this Agreement, without the prior express written consent of City. As to any approved subcontractors, Consultant shall be solely responsible for reimbursing them, and City shall have no obligation to them.

**G. Responsibility of Consultant and Indemnification of City.** Consultant covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. Consultant shall bear all losses and damages directly or indirectly resulting to it and/or City on account of the performance or character of the Work rendered pursuant to this Agreement. Consultant shall defend, indemnify and hold harmless City and City's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers (individually an "Indemnified Party" and collectively "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to attorney's fees and costs of defense ("Liabilities"), which may arise from or be the result of an alleged willful, negligent or tortious act or omission arising out of the Work, performance of contracted services, or operations by Consultant, any subcontractor, anyone directly or indirectly employed by Consultant or subcontractor or anyone for whose acts or omissions Consultant or subcontractor may be liable, regardless of whether or not the act or omission is caused in part by a party indemnified hereunder; provided that this indemnity obligation shall only apply to the extent Liabilities are caused by or result from the negligence, recklessness, or intentionally wrongful conduct of the Consultant or other persons employed or utilized by the Consultant in the performance of this Agreement. This indemnity obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision.

In any and all claims against an Indemnified Party, by any employee of Consultant, its subcontractor, anyone directly or indirectly employed by Consultant or subcontractor or anyone

for whose acts Consultant or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Consultant or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the Indemnified Party(ies) shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this Agreement.

**H. Independent Contractor.** Consultant hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of City. Nothing in this Agreement shall be construed to make Consultant or any of its employees, servants, or subcontractors, an employee, servant or agent of City for any purpose. Consultant agrees to be solely responsible for its own matters relating to the time and place the Work is performed and the method used to perform such Work; the instrumentalities, tools, supplies and/or materials necessary to complete the Work; hiring of consultants, agents or employees to complete the Work; and the payment of employees, including benefits and compliance with Social Security, withholding and all other regulations governing such matters. Consultant agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. There shall be no contractual relationship between any subcontractor or supplier and City by virtue of this Agreement with Consultant. Any provisions of this Agreement that may appear to give City the right to direct Consultant as to the details of the services to be performed by Consultant or to exercise a measure of control over such services will be deemed to mean that Consultant shall follow the directions of City with regard to the results of such services only. It is further understood that this Agreement is not exclusive, and City may hire additional entities to perform the Work related to this Agreement.

Inasmuch as City and Consultant are independent of each other, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both Parties hereto. Consultant agrees not to represent itself as City's agent for any purpose to any party or to allow any employee of Consultant to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. Consultant shall assume full liability for any contracts or agreements Consultant enters into on behalf of City without the express knowledge and prior written consent of City.

**I. Insurance.**

- (1) **Requirements:** Consultant shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by Consultant, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager.

- (2) Minimum Limits of Insurance: Consultant shall maintain the following insurance policies with coverage and limits no less than:
- (a) Commercial General Liability coverage of at least \$1,000,000 (one million dollars) combined single limit per occurrence and \$2,000,000 (two million dollars) aggregate for comprehensive coverage including for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
  - (b) Commercial Automobile Liability (owned, non-owned, hired) coverage of at least \$1,000,000 (one million dollars) combined single limit per occurrence for comprehensive coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
  - (c) Professional Liability of at least \$1,000,000 (one million dollars) limit for claims arising out of professional services and caused by Consultant's errors, omissions, or negligent acts.
  - (d) Workers' Compensation limits as required by the State of Georgia and Employers' Liability limits of \$1,000,000 (one million dollars) per occurrence or disease. (If Consultant is a sole proprietor, who is otherwise not entitled to coverage under Georgia's Workers' Compensation Act, Consultant must secure Workers' Compensation coverage approved by both the State Board of Workers' Compensation and the Commissioner of Insurance. The amount of such coverage shall be the same as what is otherwise required of employers entitled to coverage under the Georgia Workers' Compensation Act. Further, Consultant shall provide a certificate of insurance indicating that such coverage has been secured and that no individual has been excluded from coverage.)
  - (e) Commercial Umbrella Liability Coverage: \$ n/a (                    ) per occurrence shall be provided and will apply over all liability policies, without exception, including but not limited to Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and Professional Liability.
- (3) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by City in writing so that City may ensure the financial solvency of Consultant; self-insured retentions should be included on the certificate of insurance.
- (4) Other Insurance Provisions: Each policy shall contain, or be endorsed to

contain, the following provisions respectively:

- (a) General Liability, Automobile Liability and (if applicable) Umbrella Liability Coverage.
  - (i) Additional Insured Requirement. City and City's elected and appointed officials, officers, boards, commissioners, employees, representatives, consultants, servants, agents and volunteers (individually "Insured Party" and collectively "Insured Parties") shall be named as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, leased, or used by Consultant; automobiles owned, leased, hired, or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require the Consultant to provide liability insurance coverage to any Insured Party for claims asserted against such Insured Party for its sole negligence.
  - (ii) Primary Insurance Requirement. Consultant's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of Consultant's insurance and shall not contribute with it.
  - (iii) Reporting Requirement. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties.
  - (iv) Separate Coverage. Coverage shall state that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to limits of insurance provided.
  - (v) Defense Costs/Cross Liability. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
  - (vi) Subrogation. The insurer shall agree to waive all rights of subrogation against the Insured Parties for losses arising from Work performed by Consultant for City.

(b) Workers' Compensation Coverage. The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the Insured Parties for losses arising from Work performed by Consultant for City.

(c) All Coverages.

(i) Notice Requirement. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, or canceled except after thirty (30) calendar days prior written notice (or 10 calendar days if due to non-payment) has been given to City. City reserves the right to accept alternate notice terms and provisions, provided they meet the minimum requirements under Georgia law.

(ii) Starting and Ending Dates. Policies shall have concurrent starting and ending dates.

(iii) Incorporation of Indemnification Obligations. Policies shall include an endorsement incorporating the indemnification obligations assumed by Consultant under the terms of this Agreement, including but not limited to Section IV(G) of this Agreement.

(5) Acceptability of Insurers: The insurance to be maintained by Consultant must be issued by a company licensed or approved by the Insurance Commissioner to transact business in the State of Georgia. Such insurance policies shall be placed with insurer(s) with an A.M. Best Policyholder's rate of no less than "A-" and with a financial rating of Class VII or greater. The Consultant shall be responsible for any delay resulting from the failure of its insurer to provide proof of coverage in the proscribed form.

(6) Verification of Coverage: Consultant shall furnish to City for City approval certificates of insurance and endorsements to the policies evidencing all coverage required by this Agreement prior to the start of work. Without limiting the general scope of this requirement, Consultant is specifically required to provide an endorsement naming City as an additional insured when required. The certificates of insurance and endorsements for each insurance policy are to be on a form utilized by Consultant's insurer in its normal course of business and are to be signed by a person authorized by that insurer to bind coverage on its behalf, unless alternate sufficient evidence of their validity and incorporation into the policy is provided. City reserves the right to require complete, certified copies of all required insurance policies at any time. Consultant shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of

the coverage.

- (7) Subcontractors: Consultant shall either (1) ensure that its insurance policies (as described herein) cover all subcontractors and the Work performed by such subcontractors or (2) ensure that any subcontractor secures separate policies covering that subcontractor and its Work. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including, but not limited to, naming the Insured Parties as additional insureds.
- (8) Claims-Made Policies: Consultant shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later, and have an effective date which is on or prior to the Effective Date.
- (9) City as Additional Insured and Loss Payee: City shall be named as an additional insured and loss payee on all policies required by this Agreement, except City need not be named as an additional insured and loss payee on any Professional Liability policy or Workers' Compensation policy.
- (10) Progress Payments: The making of progress payments to Consultant shall not be construed as relieving Consultant or its subcontractors or insurance carriers from providing the coverage required in this Agreement.

**J. Employment of Unauthorized Aliens Prohibited – E-Verify Affidavit.** Pursuant to O.C.G.A. § 13-10-91, City shall not enter into a contract for the physical performance of services unless:

- (1) Consultant shall provide evidence on City-provided forms, attached hereto as **Exhibits “D” and “E”** (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Consultant's subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and that they will continue to use the federal work authorization program throughout the contract period, **or**
- (2) Consultant provides evidence that it is not required to provide an affidavit because it is an *individual* (not a company) licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing.

Consultant hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in **Exhibit “D”**, and submitted such affidavit to City or provided City with evidence that it is an individual not required to provide such an affidavit

because it is licensed and in good standing as noted in sub-subsection (2) above. Further, Consultant hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

In the event Consultant employs or contracts with any subcontractor(s) in connection with the covered contract, Consultant agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as **Exhibit "E"**, which subcontractor affidavit shall become part of the Consultant/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is an *individual* licensed and in good standing as noted in sub-subsection (2) above. If a subcontractor affidavit is obtained, Consultant agrees to provide a completed copy to City within five (5) business days of receipt from any subcontractor.

Where Consultant is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the City Manager or his/her designee shall be authorized to conduct an inspection of Consultant's and Consultant's subcontractors' verification process at any time to determine that the verification was correct and complete. Consultant and Consultant's subcontractors shall retain all documents and records of their respective verification process for a period of five (5) years following completion of the contract. Further, where Consultant is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the City Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that no City Consultant or Consultant's subcontractors employ unauthorized aliens on City contracts. By entering into a contract with City, Consultant and Consultant's subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where Consultant or Consultant's subcontractors are found to have employed an unauthorized alien, the City Manager or his/her designee may report same to the Department of Homeland Security. Consultant's failure to cooperate with the investigation may be sanctioned by termination of the Agreement, and Consultant shall be liable for all damages and delays occasioned by City thereby.

Consultant agrees that the employee-number category designated below is applicable to Consultant. [Information only required if a contractor affidavit is required pursuant to O.C.G.A. § 13-10-91.] **DESIGNATE/MARK APPROPRIATE CATEGORY**

\_\_\_\_\_ 500 or more employees.

\_\_\_\_\_ 100 or more employees.

☒ Fewer than 100 employees.

Consultant hereby agrees that, in the event Consultant employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, Consultant will secure from the subcontractor(s) such subcontractor(s') indication of the above employee-number category that is applicable to the subcontractor.

The above requirements shall be in addition to the requirements of state and federal law, and shall be construed to be in conformity with those laws.

**K. Records, Reports and Audits.**

(1) Records:

- (a) Books, records, documents, account ledgers, data bases, and similar materials relating to the Work performed for City under this Agreement (“Records”) shall be established and maintained by Consultant in accordance with applicable law and requirements prescribed by City with respect to all matters covered by this Agreement. Except as otherwise authorized or required, such Records shall be maintained for at least three (3) years from the date that final payment is made to Consultant by City under this Agreement. Furthermore, Records that are the subject of audit findings shall be retained for three (3) years or until such audit findings have been resolved, whichever is later.
- (b) All costs claimed or anticipated to be incurred in the performance of this Agreement shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

(2) Reports and Information: Upon request, Consultant shall furnish to City any and all Records in the form requested by City. All Records provided electronically must be in a format compatible with City’s computer systems and software.

(3) Audits and Inspections: At any time during normal business hours and as often as City may deem necessary, Consultant shall make available to City or City’s representative(s) for examination all Records. Consultant will permit City or City’s representative(s) to audit, examine, and make excerpts or transcripts from such Records. Consultant shall provide proper facilities for City or City’s representative(s) to access and inspect the Records, or, at the request of City, shall make the Records available for inspection at City’s office. Further, Consultant shall permit City or City’s representative(s) to observe and inspect any or all of Consultant’s facilities and activities during normal hours of business for the purpose of evaluating Consultant’s compliance with the terms of this Agreement. In such instances, City or City’s representative(s) shall not interfere with or disrupt such activities.

**L. Ethics Code; Conflict of Interest.** Consultant agrees that it shall not engage in any activity or conduct that would result in a violation of the City of Milton Code of Ethics or any other similar law or regulation. Consultant certifies that to the best of its knowledge no circumstances exist which will cause a conflict of interest in performing the Work. Should Consultant become aware of any circumstances that may cause a conflict of interest during the Term of this Agreement, Consultant shall immediately notify City. If City determines that a conflict of interest exists, City may require that Consultant take action to remedy the conflict of interest or terminate the Agreement without liability. City shall have the right to recover any fees paid for services rendered by Consultant when such services were performed while a conflict of interest existed if Consultant had knowledge of the conflict of interest and did not notify City within five (5) business days of becoming aware of the existence of the conflict of interest.

Consultant and City acknowledge that it is prohibited for any person to offer, give, or agree to give any City employee or official, or for any City employee or official to solicit, demand, accept, or agree to accept from another person, a gratuity of more than nominal value or rebate or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. Consultant and City further acknowledge that it is prohibited for any payment, gratuity, or offer of employment to be made by or on behalf of a sub-consultant under a contract to the prime Consultant or higher tier sub-consultant, or any person associated therewith, as an inducement for the award of a subcontract or order.

**M. Confidentiality.** Consultant acknowledges that it may receive confidential information of City and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, consultants, and/or staff to likewise protect such confidential information. Consultant agrees that confidential information it learns or receives or such reports, information, opinions or conclusions that Consultant creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of City. Consultant shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City information whether specifically deemed confidential or not.

Consultant acknowledges that City's disclosure of documentation is governed by Georgia's Open Records Act, and Consultant further acknowledges that if Consultant submits records containing trade secret information, and if Consultant wishes to keep such records confidential, Consultant must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

**N. Key Personnel.** All of the individuals identified in **Exhibit "F"**, attached hereto, are necessary for the successful completion of the Work due to their unique expertise and depth and breadth of experience. There shall be no change in Consultant's Project Manager or members

of the Project team, as listed in **Exhibit “F”**, without written approval of City. Consultant recognizes that the composition of this team was instrumental in City’s decision to award the Work to Consultant and that compelling reasons for substituting these individuals must be demonstrated for City’s consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this paragraph shall constitute a material breach of Consultant’s obligations under this Agreement and shall be grounds for termination.

**O. Meetings.** Consultant is required to meet with City’s personnel, or designated representatives, to resolve technical or contractual problems that may occur during the Term of this Agreement at no additional cost to City. Meetings will occur as problems arise and will be coordinated by City. City shall inform Consultant’s Representative of the need for a meeting and of the date, time and location of the meeting at least three (3) full business days prior to the date of the meeting. Face-to-face meetings are desired. However, at Consultant’s option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or failure to make a good faith effort to resolve problems, may result in termination of this Agreement for cause.

**P. Authority to Contract.** The individual executing this Agreement on behalf of Consultant covenants and declares that it has obtained all necessary approvals of Consultant’s board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Consultant to the terms of this Agreement, if applicable.

**Q. Ownership of Work.** All reports, designs, drawings, plans, specifications, schedules, work product and other materials, including, but not limited to, those in electronic form, prepared or in the process of being prepared for the Work to be performed by Consultant (“Materials”) shall be the property of City, and City shall be entitled to full access and copies of all Materials in the form prescribed by City. Any Materials remaining in the hands of Consultant or subcontractor upon completion or termination of the Work shall be delivered immediately to City whether or not the Project or Work is commenced or completed; provided, however, that Consultant may retain a copy of any deliverables for its records. Consultant assumes all risk of loss, damage or destruction of or to Materials. If any Materials are lost, damaged or destroyed before final delivery to City, Consultant shall replace them at its own expense. Any and all copyrightable subject matter in all Materials is hereby assigned to City, and Consultant agrees to execute any additional documents that may be necessary to evidence such assignment.

**R. Nondiscrimination.** In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, Consultant agrees that, during performance of this Agreement, Consultant, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed or belief, political affiliation, national origin, gender, age or disability. In addition, Consultant agrees to comply with all applicable implementing regulations and shall

include the provisions of this paragraph in every subcontract for services contemplated under this Agreement.

**S. Consultants Assisting with Procurement.** As required by O.C.G.A. § 36-80-28, if the Agreement requires the Consultant to prepare, develop, or draft specifications or requirements for a solicitation (including bids, requests for proposals, procurement orders, or purchase orders) or to serve in a consultative role during a bid or proposal evaluation or negotiation process: (a) the Consultant shall avoid any appearance of impropriety and shall follow all ethics and conflict-of-interest policies and procedures of the City; (b) the Consultant shall immediately disclose to the City any material transaction or relationship, including, but not limited to, that of the Consultant, the Consultant's employees, or the Consultant's agents or subsidiaries, that reasonably could be expected to give rise to a conflict of interest, including, but not limited to, past, present, or known prospective engagements, involvement in litigation or other dispute, client relationships, or other business or financial interest, and shall immediately disclose any material transaction or relationship subsequently discovered during the pendency of the Agreement; and (c) the Consultant agrees and acknowledges that any violation or threatened violation of this paragraph may cause irreparable injury to the City, entitling the City to seek injunctive relief in addition to all other legal remedies.

## **V. COVENANTS OF CITY**

- A. Right of Entry.** City shall provide for right of entry for Consultant and all necessary equipment as required for Consultant to complete the Work; provided that Consultant shall not unreasonably encumber the Project site(s) with materials or equipment.
- B. City's Representative.** David Bergmaier, Facilities Manager shall be authorized to act on City's behalf with respect to the Work as City's designated representative on this Project; provided that any changes to the Work or the terms of this Agreement must be approved as provided in Section II above.

## **VI. TERMINATION**

- A. For Convenience.** City may terminate this Agreement for convenience at any time upon providing written notice thereof at least seven (7) calendar days in advance of the termination date.
- B. For Cause.** Consultant shall have no right to terminate this Agreement prior to completion of the Work, except in the event of City's failure to pay Consultant within thirty (30) calendar days of Consultant providing City with notice of a delinquent payment and an opportunity to cure. In the event of Consultant's breach or default under this Agreement, City may terminate this Agreement for cause. City shall give Consultant at least seven (7) calendar days' written notice of its intent to terminate the Agreement for cause and the reasons therefor. If Consultant fails to cure the breach or default within that seven (7) day period, or otherwise remedy the breach or default to

the reasonable satisfaction of City, then City may, at its election: (a) in writing terminate the Agreement in whole or in part; (b) cure such default itself and charge Consultant for the costs of curing the default against any sums due or which become due to Consultant under this Agreement; and/or (c) pursue any other remedy then available, at law or in equity, to City for such default.

**C. Statutory Termination.** In compliance with O.C.G.A. § 36-60-13, this Agreement shall be deemed terminated as provided in I(D) of this Agreement. Further, this Agreement shall terminate immediately and absolutely at such time as appropriated or otherwise unobligated funds are no longer available to satisfy the obligation of City.

**D. Payment Upon Termination.** Upon termination, City shall provide for payment to Consultant for services rendered and, where authorized, expenses incurred prior to the termination date; provided that, where this Agreement is terminated for cause, City may deduct from such payment any portion of the cost for City to complete (or hire someone to complete) the Work, as determined at the time of termination, not otherwise covered by the remaining unpaid Maximum Contract Price.

**E. Conversion to Termination for Convenience.** If City terminates this Agreement for cause and it is later determined that City did not have grounds to do so, the termination will be converted to and treated as a termination for convenience under the terms of Section VI(A) above.

**F. Requirements Upon Termination.** Upon termination, Consultant shall: (1) promptly discontinue all services, cancel as many outstanding obligations as possible, and not incur any new obligations, unless the City directs otherwise; and (2) promptly deliver to City all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by Consultant in performing this Agreement, whether completed or in process, in the form specified by City.

**G. Reservation of Rights and Remedies.** The rights and remedies of City and Consultant provided in this Article are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

## **VII. MISCELLANEOUS**

**A. Entire Agreement.** This Agreement, including any exhibits hereto, constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written Change Order (as provided in Section II above) or other document signed by representatives of both Parties with appropriate authorization.

**B. Successors and Assigns.** Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties.

C. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to choice of law principles. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Fulton County, Georgia, or the U.S. District Court for the Northern District of Georgia – Atlanta Division, and Consultant submits to the jurisdiction and venue of such court.

D. **Captions and Severability.** All headings herein are intended for convenience and ease of reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement, or in any way affect this Agreement. Should any article(s) or section(s) of this Agreement, or any part thereof, later be deemed illegal, invalid or unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible as if this Agreement had been executed with the invalid portion hereof eliminated, it being the intention of the Parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions that may for any reason be hereafter declared in valid.

E. **Business License.** Prior to commencement of the Work to be provided hereunder, Consultant shall apply to City for a business license, pay the applicable business license fee, and maintain said business license during the Term of this Agreement, unless Consultant provides evidence that no such license is required.

F. **Notices.**

- (1) **Communications Relating to Day-to-Day Activities.** All communications relating to the day-to-day activities of the Work shall be exchanged between City's Representative (named above) for City and Consultant's Representative (named above) for Consultant.
- (2) **Official Notices.** All other notices, requests, demands, writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the Party at the address given below, or at a substitute address previously furnished to the other Party by written notice in accordance herewith.

NOTICE TO CITY shall be sent to:

Procurement Manager  
City of Milton, Georgia  
2006 Heritage Walk

Milton, Georgia 30004

**NOTICE TO CONSULTANT** shall be sent to:

TerraMark Land Surveying, Inc.  
Attn: Bill Wohlford  
1396 Bells Ferry Rd  
Marietta, GA 30066

**G. Waiver of Agreement.** No failure by City to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Consultant with this Agreement, and no custom or practice of City at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect City's right to demand exact and strict compliance by Consultant with the terms and conditions of this Agreement. Further, no express waiver shall affect any Term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.

**H. Survival.** All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, confidentiality obligations and insurance maintenance requirements.

**I. No Third Party Rights.** This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.

**J. Sovereign Immunity; Ratification.** Nothing contained in this Agreement shall be construed to be a waiver of City's sovereign immunity or any individual's qualified, good faith or official immunities. Ratification of this Agreement by a majority of the Mayor and City Council shall authorize the Mayor to execute this Agreement on behalf of City.

**K. No Personal Liability.** Nothing herein shall be construed as creating any individual or personal liability on the part of any of City's elected or appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys or volunteers. No such individual shall be personally liable to Consultant or any successor in interest in the event of any default or breach by City or for any amount which may become due to Consultant or successor or on any obligation under the terms of this Agreement. Likewise, Consultant's performance of services under this Agreement shall not subject Consultant's individual employees, officers, or directors to any personal contractual liability, except where Consultant is a sole proprietor. The Parties agree that, except where Consultant is a sole proprietor, their sole and exclusive remedy, claim, demand or suit for contractual liability shall be directed and/or asserted only against Consultant or City, respectively, and not against any elected or appointed official, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers.

**L. Counterparts; Agreement Construction and Interpretation.** This

Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Consultant represents that it has reviewed and become familiar with this Agreement and has notified City of any discrepancies, conflicts or errors herein. In the event of a conflict in the terms of this Agreement and/or the exhibits attached hereto, the terms most beneficial to City shall govern. The Parties hereto agree that, if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement. In the interest of brevity, the Agreement may omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. Words or terms used as nouns in the Agreement shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires contrary meaning.

**M. Force Majeure.** Neither City nor Consultant shall be liable for its respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of its respective duties or obligations under this Agreement or for any delay in such performance due to: (i) any cause beyond its respective reasonable control; (ii) any act of God; (iii) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (iv) earthquake, fire, explosion or flood; (v) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of CONSULTANT; (vi) delay or failure to act by any governmental or military authority; or (vii) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

**N. Material Condition.** Each term of this Agreement is material, and Consultant’s breach of any term of this Agreement shall be considered a material breach of the entire Agreement and shall be grounds for termination or exercise of any other remedies available to City at law or in equity.

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF City and Consultant have executed this Agreement, effective as of the Effective Date first above written.

CONSULTANT: TERRAMARK LAND SURVEYING, INC.

Signature: 

Print Name: Paul B. Cannon

Title: [CIRCLE ONE]  
President Vice President (Corporation)

[CORPORATE SEAL]  
(required if corporation)



Attest/Witness:

Signature: 

Print Name: Susan Bennett

Title: Corporate Secretary

(Assistant) Corporate Secretary (required if corporation)

CITY OF MILTON, GEORGIA

By: Peyton Jamison, Mayor

[CITY SEAL]

Attest:

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

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

Title: City Clerk

Approved as to form:

Signed by:  5/6/2025  
City Attorney Date

**EXHIBIT “A”**



April 25, 2025

**Revision No. 1**

Sara Leaders, PE, LSIT  
Public Works Director  
**City of Milton, Georgia**  
2006 Heritage Walk  
Milton, Georgia 30004

RE: **Birmingham Park – Multiple Parcels  
Property Surveys and Platting Services  
Milton, Georgia – Surveying Proposal**

Sara:

Per our meeting today, please find below our **revised** projected scope and fees for completing Professional Land Surveying services to support your needs in-regard-to properties related to Birmingham Park and lying within Land Lots 271, 272, 305, 306, 307, 308, 342, 343 & 380, 2<sup>nd</sup> District, 2<sup>nd</sup> Section of Fulton County, Georgia. The work to be performed is based on our best understanding and knowledge of your needs in accordance with your e-mail received Tuesday, April 22, the property exhibit provided and attached hereto, and previous work of similar nature.

**Boundary Survey(s)/Property Exhibit(s)**

1. **Property Surveying Services** – TerraMark will perform research, perform field surveys to locate property monumentation, fences, roads, observed utilities and streams; perform property analysis based on Georgia Survey Law; and establish final property locations for Fulton County Tax Parcel Numbers 22388002710054; 22389003050185; 22389003430288; 22389003050300; 22389003050326; 22405003070211; 22405003070302; 22406003800409; 22405003420036; 22405003420291 & 22405003420556, containing a total of approximately 161 Acres. TerraMark will also establish the existing right of way of Old Bull Ben Road necessary for the work in Task 2 below. An overall plat of survey will not be part of this task since most information will be reflected on Minor Plat to be created in Task 3 below.

**Budget Fee Estimate**

**\$20,000.00**

2. **Old Bull Pen Road Abandonment Documents** – TerraMark will utilize data obtained in Task 1 above to create a property exhibit and description to be utilized by the city for completion of an abandonment of Old Bull Pen Road. The proposed limits of abandonment are reflected on the property exhibit attached.

**Budget Fee Estimate**

**\$ 1,500.00**

**Minor Plat Requirements**

3. **Creation of Required Parcels for Plat** – TerraMark will mathematically create and close proposed properties as instructed in the above-mentioned e-mail. We anticipate 6-8 hours of a licensed surveyors time to create these parcels from the overall database file.

**Budget Fee Estimate**

**\$ 1,200.00**

**Birmingham Park – Multiple Parcels  
Property Surveys and Platting Services  
Milton, Georgia – Surveying Proposal  
April 25, 2025 – Revision No. 1  
Page 2 of 8**

4. **Minor Plat Preparation** – TerraMark will prepare a Minor Plat for the overall property area as reflected on client provided property exhibit and in accordance to the afore-mentioned e-mail (See details of subdivision per bullets below). Work will be completed in accordance to the requirements of the City of Milton and Fulton County, Georgia and per the direction of the Client. Proposed work includes documentation of on-site and off-site improvements, existing easements based on previous files of TerraMark or those provided by owner and CAD time to prepare Plat in accordance to local ordinances and State Law.

- Combine all portions of property shaded green to be part of proposed conservation easement
- Yellow shaded area to be part of proposed conservation easement but is separated by New Bullpen Rd so will need to be another tract
- Description of any remaining portion of Old Bullpen Rd ROW (pink line) in green area so that can be officially abandoned (See Task 2 above)
- 3 parcels shaded blue areas have deed restrictions from DNR grant so likely need to remain separate parcels but will be part of the proposed conservation easement with legal descriptions
- Parcels outlined in red are facility related parcels to be delineated as shown as a fire station parcel, a public works yard parcel and the rest will be the remainder facility parcel
- Old Bullpen Rd ROW in black to remain 30' ROW

**Budget Fee Estimate**

**\$ 6,000.00**

5. **Administrative Processing of Subdivision Plats (Optional – Add-on Item, Please Initial, if Required ( ))** – TerraMark will submit plat to the City of Milton for review through their on-line portal review process. TerraMark does not guarantee the time it takes for the city to review and approve the plat. Once approved by the city, TerraMark can assist with the recordation process, if required.

**Budget Fee Estimate**

**\$ 1,200.00**

6. **Property Monumentation Placement** – TerraMark will place capped rebar at the newly created corners of the tracts or parcels of land, in accordance to State Law and local subdivision ordinances. Work will begin placement of monumentation after the initial review of the above subdivision plat in-order-to make sure the property lines are not changed. Budget allows for three days of corner placement.

**Budget Fee Estimate**

**\$ 5,000.00**

**\*\*\* All work will be invoiced at our Standard Hourly Rates, attached\*\*\***

The following tasks are not included in our scope of services: Boundary Survey Plat; Topographic Survey, Title Search, Post Construction Record Drawings; Tree Survey; Underground Utility Survey; Wetlands delineation and/or location; Record Drawings for Certificate of Occupancy; Review Fees, Recording Fees.

**Client Responsibilities:**

1. Provide TM with any information one may have on the project that could assist with the tasks above such as: previous surveys; deeds; easements; water/sewer maps; DOT Plans; zoning conditions; topography or other record files.
2. Provide TM with approved access to property prior to beginning work.
3. Provide TM with any gate keys that could assist with access to property.

**Project Schedule:**

We will endeavor to complete Tasks 1 - 4 above, within **49-56 Calendar Days** from notice-to-proceed. This proposal is valid for 90 Days from the date of the same.

**Birmingham Park – Multiple Parcels  
Property Surveys and Platting Services  
Milton, Georgia – Surveying Proposal  
April 25, 2025 – Revision No. 1  
Page 3 of 8**

### **Terms & Conditions:**

Budget items above or not specifically covered under the scope and fee section above will be invoiced on a time basis and charged per the Hourly Rates as identified on Attachment "B".

If this proposal is acceptable to you, TerraMark will perform the work referenced above in accordance with the attached General Terms and Conditions, Attachment "C", which are incorporated into and made a part of this proposal. Please sign below as acceptance of this proposal and Terms and Conditions as referenced above and return to us an official notice to proceed. TerraMark will proceed with the work and add to our schedule upon receipt of a signed version of this proposal.

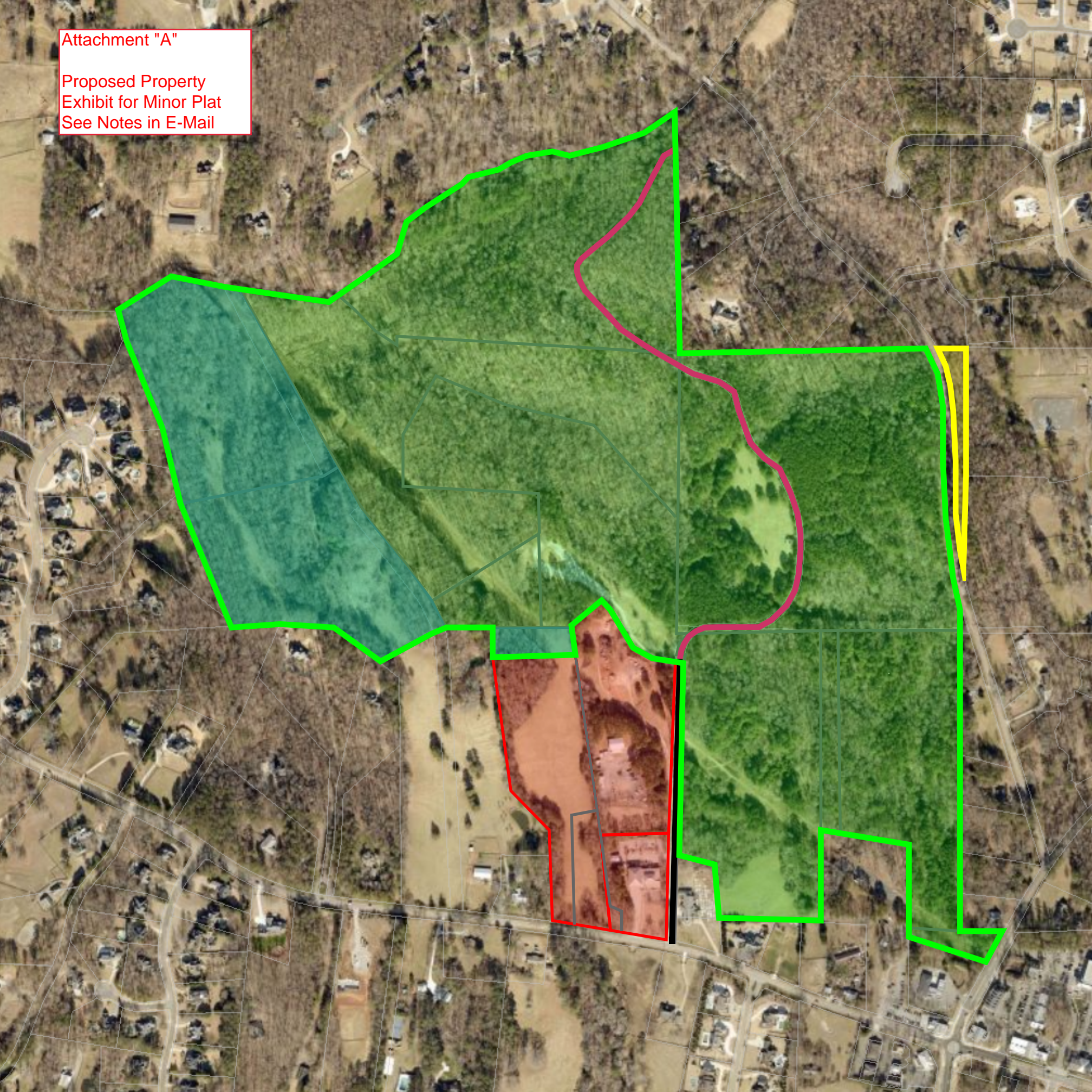
Should you have any questions or comments, please call us at your convenience.

Sincerely,  
**TerraMark Land Surveying, Inc.**  
 William C. Wohlford, Jr., RLS  
 Principal

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_  
**City of Milton, Georgia**

Attachment "A"

Proposed Property  
Exhibit for Minor Plat  
See Notes in E-Mail





1396 Bells Ferry Road  
Marietta, Georgia 30066  
(770)-421-1927  
(770)-421-0552 (fax)

**“Attachment B”  
BILLING RATES  
EFFECTIVE: JANUARY 1, 2025**

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**Labor:**

Registered Land Surveyor (Principal).....	\$135.00
Project Manager (RLS).....	\$125.00
Project Manager.....	\$110.00
Senior Survey Technician.....	\$100.00
Survey Technician.....	\$ 95.00
Survey Crew (2 Person).....	\$155.00
Survey Crew (3 Person).....	\$185.00
Survey Crew (Building Layout).....	\$165.00
GIS Technician.....	\$ 90.00
GIS Data Collector (1 Person).....	\$ 75.00
Robotic Crew (1 Person).....	\$ 95.00
GPS Crew (1 Person).....	\$ 95.00
Crew Chief (Project Oversight).....	\$ 75.00
Clerical.....	\$ 58.00

**Expenses:**

Reproduction.....	Cost
Travel (meals, lodging).....	Cost
Mileage, Stakes and Miscellaneous Supplies.....	No Charge
Sub Consultants.....	Cost +3%

NOTES: Charges for survey crews will begin at the time of departure and end at the time of return to their home base. If less than one day's field work is ordered, standard hourly rates will be charged with a minimum of \$450.00.

The fees and rates in this schedule are subject to escalation after a period of six months from the effective date above, and annually thereafter.

**Attachment "C"**  
**TERMS & CONDITIONS**

The provisions of the Agreement are for the sole benefit of the parties hereto and are not intended to benefit any person not a party to this Agreement, with the exception of those clauses relating to the sub-consultants. This Agreement shall not be assigned or transferred by either TM or the Client without prior written consent of the other. Notwithstanding the foregoing, however, TM shall not be prohibited from contracting with qualified sub-consultants or from assigning to a bank, trust company, or other financial institution any claims for compensation due, or to become due, without such prior written consent.

1. **EXTRA SERVICES:** TerraMark Land Surveying, Inc. (TM) shall provide extra services, not specifically called for in the Scope of Services, upon request or authorization of the Client. Any revisions to the Scope of Services during the duration of this Agreement due to changes in laws, regulations, policies, ordinances or Client's direction will subject the fees for the items affected to renegotiation. TM has no obligation to continue to furnish services pending renegotiations and is not liable for damages caused by delays due to revisions to Scope of Services, renegotiation, or any required changes or rescheduling of Client's work.

2. **TIME OF PERFORMANCE:** TM will commence work on or as soon as practicable after the date of execution of this Agreement and all work as set forth in the attached Scope of Services shall be completed in a timely manner, assuming the prompt submission of all required data and the scheduling of all meetings and reviews by the Client.

3. **COMPENSATION:** The fees in this Agreement apply only in the event that the particular phase of services is authorized or necessary. Execution of this Agreement will authorize the performance of all the specified services unless otherwise noted in writing on the Agreement.

An invoice covering progress payments due and reimbursable expenses shall be submitted to Client monthly by TM. The progress payment due shall include the portion of the fee earned based upon the percentage of the services performed, as determined by TM, all other services performed and not covered by the fee, and all costs advanced, including reimbursable expenses.

Payment is due when invoice is rendered. Any unpaid balance shall bear interest at the rate of 1 ½ % per month, starting at the end of the month following the month the invoice is dated. Client agrees to and shall pay to TM all costs and expenses for collection including but not limited to Attorney's Fees and court costs. Such costs shall be added to the account and bear interest at the rate set forth above.

If Client should fail to pay TM within sixty (60) days after the date of the invoice TM shall have the right, upon seven (7) days written notice to Client, to stop work on Project until payment of the amount owing, including all interest charges and collection costs, has been received. The "date of invoice" shall be the date entered on the first invoice for the services in question.

In the event Project is sold or transferred while a balance remains due and owing to TM, Client agrees to direct settlement Attorney to notify TM of the date and place of settlement and Client hereby authorizes and instructs said settlement Attorney, without the necessity of further authorization or instruction, to withhold from the funds arising out of said sale or transfer sufficient funds to pay said balance due, including interest, and to immediately transfer such payment to TM upon settlement.

Standard hourly rates for any services performed on a time (hourly) basis or for any services not covered in this Agreement are as shown on Attachment "B". General consulting or coordination services, including but not limited to preparation for and attendance at meetings, will be billed at the standard hourly rates set forth below. The fees and rates in this Agreement are subject to escalation after a period of six months from the date first above written, and annually thereafter.

If orders are placed for less units than the minimum number of units quoted, TM may, at its option, charge fees based on the standard hourly rates set forth below. If less than one day's field work is ordered, standard hourly rates will be charged with a minimum charge of \$450.00. Stakeouts, if quoted on other than hourly basis, are for one time only.

4. **PERSONNEL:** TM represents that they have, or will secure at their own expense, all personnel required to perform the services under this Agreement and that such personnel will be fully qualified to perform such services. Should the Scope of Services require TM to retain outside sub-consulting services, TM may do so upon written authorization by the Client, and the Client shall compensate TM for such sub-consulting services.

5. **RESPONSIBILITIES OF THE CLIENT:** It is agreed that the Client will have the following responsibilities under this Agreement:

- A. The provision of all available information, data, reports, records, and maps to which the Client has access and which are needed by TM for the performance of the services provided for herein.
- B. Providing for assistance and cooperation for TM in obtaining any other needed material, which the Client does not have in its possession.
- C. Making available the services of the Client as may be necessary to obtain information as needed to perform the work program set forth in the Scope of Services.
- D. The designation of a single representative who will be authorized to make necessary decisions required on behalf of the Client and will serve to provide the necessary direction and coordination for the Project.
- E. Bear all costs for permitting, processing fees, bonds, taxes and/or advertising for the Project.
- F. Provide access to all affected private property for TM to perform all necessary surveying, engineering and inspections.
- G. Provide protection and maintenance of all stakeout hubs and control points at all times and should include appropriate provisions in all Agreements and subcontracts. In the event that any survey points are destroyed, damaged, or lost, or made inaccessible by construction activity, vandalism, or other cause beyond the control of TM and must be replaced, charges for the replacement will be on an hourly basis at the standard hourly rates set forth below. TM is not liable for damages due to errors in location or elevation where stakeout hubs and points have not been preserved. In case of dispute regarding such error, TM field notes will govern.
- H. ☐ If box is marked, an up-to-date title report and all supporting documents are to be furnished to TM by Client, prior to commencement of work.

All such Client responsibilities shall be conducted in a timely manner and without undue delay so as not to delay TM in the performance of its services. TM is not responsible for the accuracy or validity of information obtained from others and utilized in the services covered under this Agreement.

6. **OPINION OF STUDIES AND PROBABLE CONSTRUCTION COSTS:** Because of their preliminary nature, Client acknowledges that neither TM nor its sub-consultants are responsible for damages or losses incurred through the use of studies, concept plans, sketch plans, preliminary plans, site assessments, or cost estimates prepared by TM in excess of the charges made for these services.

7. **OWNERSHIP OF MATERIALS:** All drawings, plans, maps, photographs, data and copies thereof remaining in TM's possession are the property of TM and subject to its sole discretionary control. TM reserves all of its rights in any drawings, plans, photographs, and data and copies thereof furnished to Client or to others and may preserve its rights under Federal Copyright Law. Any further use of this data is subject to separate renegotiation and fee. Any special requirements as to form or content of the instruments of service (including, plans, drawings, and specifications) must be agreed to in advance and specified in this Agreement.

8. **DELAYS BEYOND THE CONTROL OF TM:** It is agreed that events which are beyond the control of TM may occur which may delay the performance of the Scope of Services. In the event that the performance of the Scope of Services by TM is delayed beyond their control, TM shall notify the Client of such delay and the reasons therefore, and the Client shall extend the time of performance appropriately. TM is not liable for damages caused by delays in performance of the services which arise from events beyond its reasonable control.

9. **CHANGES:** It is agreed that events which are beyond the control of TM may occur which may, from time to time, request modifications or changes in the Scope of Services. Such changes, including any increase or decrease in the amount of TM's compensation, which are mutually agreed upon by and between the Client and TM, shall be incorporated in written amendments.

10. **TERMINATION OF AGREEMENT:** This Agreement may be terminated by either the Client or TM, with 10 calendar days written notice. In the event of such termination, all finished or unfinished plans, specifications and reports prepared by TM shall, at the option of the Client, become its property. TM shall be entitled to receive just and equitable compensation for work accomplished prior to the termination.

11. **LIABILITY AND STANDARD OF CARE:** TM shall perform services for Client in a professional manner, using that degree of care and skill ordinarily exercised by consultants practicing in the same or similar locality as the project. Client acknowledges that TM is a corporation and agrees that any claim made by the Client arising out of any act or omission of any director, officer or employee of TM in the execution or performance of this Agreement shall be made against TM and not against such director, officer or employee. TM's liability to the Client for any indemnity commitments or for any damage arising in any way out of performance of this Agreement is limited to the total fees paid by Client or Fifty-Thousand Dollars (\$50,000), whichever is less. However, at Client's discretion, TM's limit of liability may be increased to \$1,000,000. The consideration to TM for such increase will be a ten percent (10%) increase in the fee(s) proposed herein. IF THE CLIENT DESIRES TO HAVE THE \$1,000,000 LIMIT OF LIABILITY, ALONG WITH THE INCREASED FEES, PLEASE INITIAL THE BOX AT THE END OF THIS PARAGRAPH.

Client shall hold harmless, indemnify, and defend TM from any and all liability, claims, damages, losses, costs, or expenses of any nature based on injuries (including death) of employees, other than TM employees, arising out of and in connection with their employment while performing services arising out of or connected with this Agreement, except where such injuries result from the sole negligence of TM.

Client acknowledges that the existence of Federal Clean Water Act "wetlands" may impact on Project and the services to be furnished by TM, and, under certain circumstances, may require permits (which permits are Client's responsibility). Absent a specific direction herein to TM to either perform a wetlands survey or to utilize one timely furnished by Client, TM is directed to furnish its services on the basis that the Project has no wetlands issues (which wetlands issues, if any, shall be reported to TM) shall be at cost of and the sole responsibility of Client, who shall indemnify and hold TM harmless therefore.

Because risks arising from potential damages due to pollution, hazardous waste and asbestos are presently uninsurable, Client agrees to notify TM of the existence of any such dangers prior to the commencement of any of the services and Client further agrees to and shall hold harmless, indemnify, and defend TM from all liability, claims, damages, losses, costs, or expenses arising from or due to the discharge, release, or escape of such substances where such discharge, release, or escape arises out of services performed under this Agreement, except where such discharge, release, or escape is due to the sole negligence of TM. TM may decline to proceed or may stop furnishing services on any project where such dangers are disclosed or discovered when the rendering of such services presents, in the sole discretionary judgment TM unreasonable risks. TM will not be responsible for any delays, damages, losses, costs, or expenses therefrom due to such refusals to proceed.

This document and attachments represent the entire Agreement between the parties. If fully executed and proposal is delivered to TM more than 60 days after date first appearing hereon, terms are subject to revision or acceptance by TM.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement as of the date of the proposal. The invalidity of any portion of this Agreement shall not affect the validity or enforceability of any other portion.

**EXHIBIT “B”**



BILTINC-01

SCRANTONS

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/28/2025

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).

<b>PRODUCER</b> Insurance Office of America 100 Galleria Parkway Suite 600 Atlanta, GA 30339	<b>CONTACT NAME:</b> Sarah Scranton <b>PHONE (A/C, No, Ext):</b> (770) 250-5302 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> Sarah.Scranton@ioausa.com
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A :</b> RLI Insurance Company <b>INSURER B :</b> Continental Casualty Company <b>INSURER C :</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>
<b>INSURED</b>  TerraMark Land Surveying, Inc. 1396 Bells Ferry Road Marietta, GA 30066-6084	<b>NAIC #</b> <b>13056</b> <b>20443</b>

## 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	ADDL 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"/> PROJECT <input type="checkbox"/> LOC OTHER:			PSB0002552	11/1/2024	11/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<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			PSA0001611	11/1/2024	11/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			PSE0001813	11/1/2024	11/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	PSW0002256	11/1/2024	11/1/2025	<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
B	Professional Liab.			AEH113974469	7/14/2024	7/14/2025	Per Claim 3,000,000
B	Claims-Made			AEH113974469	7/14/2024	7/14/2025	Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Any person or organization where required by written contract is an Additional Insured with respect to General Liability and is primary & non-contributory per form #PPB304 02/12, additional insured with respect to Auto Liability and is primary & non-contributory per form #PPA300 03/13 and additional insured with respect to Excess Liability and is primary & non-contributory per form #PPU304 06/10. Waiver of Subrogation is in favor of the additional insureds with respect to General Liability per form #PPB304 02/12, with respect to Auto Liability per form #PPA300 03/13, with respect to Workers Compensation per form #WC000313 04/84 and with respect to Excess Liability per form #PPU304 06/10. 30 days' notice of cancellation with 10 days' notice for non-payment of premium in accordance with the policy provisions

Birmingham Park Survey

## CERTIFICATE HOLDER

## CANCELLATION

<b>City of Milton, Georgia</b> 2006 Heritage Walk Alpharetta, GA 30004	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
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**EXHIBIT “C”**

*See Exhibits “A” and “B”*

**EXHIBIT "D"**

STATE OF GA  
COUNTY OF COBB

**CONTRACTOR AFFIDAVIT AND AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of the City of Milton, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

331909

Federal Work Authorization User Identification  
Number

June 2010

Date of Authorization

TerraMark Land Surveying, Inc.  
Name of Contractor

Birmingham Park – Property Surveys and  
Platting Services  
Name of Project

City of Milton, Georgia  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on May 5, 2025 in  
Marietta (city), GA (state).

William C. Wohlford, Jr.  
Signature of Authorized Officer or Agent

William C. Wohlford, Jr. - Principal

Printed Name and Title of Authorized Officer or  
Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE 5 DAY OF

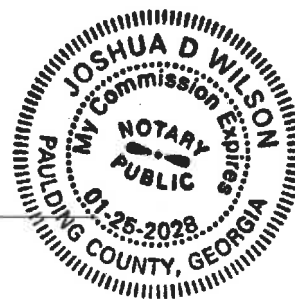
May, 2025

Joshua D. Wilson  
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

1-25-28



**EXHIBIT "E"**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

**SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with TerraMark Land Surveying, Inc. on behalf of the City of Milton, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification  
Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

Birmingham Park – Property Surveys and  
Platting Services

Name of Project

City of Milton, Georgia  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20\_\_ in  
\_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or  
Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 20\_\_.

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

[NOTARY SEAL]

My Commission Expires:

\_\_\_\_\_

**EXHIBIT “F”**

The following individuals are designated as Key Personnel under this Agreement and, as such, are necessary for the successful prosecution of the Work:

[illegible]