

**PROPOSAL FOR**  
**2025 Stormwater Inspection Services**  
**Project Number: PW-2025-10**

Town of Tyrone, GA  
Prepared April 21, 2025

Sections

- *1 – Work Schedule*
- *2 – Statement of Work and Scope of Work*
- *3 – Required Documents*
- *4 – Terms and Conditions*
- *Appendix A – Inspection Area Maps*
- *Appendix B – Agreement*

**1.0 WORK SCHEDULE**

Within 30 days of receipt of a notification to proceed from the Town, the contractor will complete work and provide deliverables in accordance with the Statement of Work and Scope of Work for all pipes and structures in Inspection Areas 1-3 as shown in Appendix A.

Within 60 days of receipt of a notification to proceed, the contractor shall complete work and provide deliverables in accordance with the Statement of Work and Scope of Work for all pipe and structure types in Areas 1-6 as shown in Appendix A.

**2.00 STATEMENT OF WORK AND SCOPE OF WORK**

2.00 The Town has need for stormwater infrastructure inspection services related to the assessment of stormwater pipes and structures. The Town desires to enter into a contract with a qualified firm to perform these inspections. The Firm will provide the services based on the unit prices established in the Contract. The specific areas of inspections required are shown on the maps in Appendix A.

**2.01 The following statement of work that will be necessary and shall be included are, but are not limited to:**

- Stormwater pipe inspections shall include:
  - Inventory information collection update of the Towns existing ArcGIS inventory database.
  - Inspection and data entry into ArcGIS.
  - Condition assessment and corresponding maintenance prioritization.
- Stormwater structures inspections shall include:
  - Inventory information collection update of the Towns existing ArcGIS inventory database.
  - Inspection and data entry into ArcGIS.
  - Condition assessment and corresponding maintenance prioritization.
- Three meetings between contracted inspectors and Town staff that shall include:
  - A pre-inspection meeting (alternatively referred to as a preconstruction meeting)

- An interim status meeting after completion of Inspection Areas 1-3 (see Appendix A)
- A final status meeting after completion of all inspection areas (Inspection Areas 1-6 per Appendix A).
- Provision of direct notification to the Town's staff in the event of discovery of an imminent public safety concern.
  - Contact the Project Manager, Scott Langford, at 770-881-8325. Leave a voicemail if not call not answered. The voicemail shall include an approximate address, a brief description of the affected infrastructure as well as the nature of the concern.
  - In addition, a notification email shall be provided to the Town within **1 business day** of the initial inspection to advise regarding imminent public safety concerns. The notification email shall include an approximate address, a brief description of the affected infrastructure, a photo if possible as well as the nature of the concern.
- Preparation of the project deliverables.
  - Interim status meeting deliverables shall include sufficient information for a condition analysis of pipes under the road in Areas 1-2, and benchmark photos for pipes and structures inspected with different maintenance priority assignments.
  - Updated ArcGIS Layer Package - The Town will provide the ArcGIS shapefiles to the Firm. One shapefile will contain pipe data, the other will contain structure data. The Firm will edit each shapefile to include the inspection and assessment data for the pipes and structures as depicted in the inspection area maps in Appendix A.
  - Provision of photos of all inspected pipes and structures (which include both interior and exterior photos for Type A Structures and an exterior photo for Type B Structures). The Town only requires the use of a pole camera or an acceptable proprietary scoping camera for pipe inspections. Otherwise, photos from a cell phone or tablet are acceptable. Photos shall be submitted to the Town in JPEG format with date stamp and with each photo labeled with pipe or structure number or integrated into the GIS data deliverable in a way mutually agreed upon by the Town and the Firm.

**2.02 The following statement of work details the data to be collected during inspections and included in the project deliverables that shall be included:**

- **Pipes:** Data collected during stormwater pipe inspections for deliverable shall include -
  - a. Pipe Type:
    - i. Circular
    - ii. Elliptical
    - iii. Box Culvert
    - iv. Other
  - b. Pipe Material:
    - i. BCCMP
    - ii. CMP
    - iii. RCP
    - iv. HDPE
    - v. PVC
    - vi. Other

- c. Pipe Height:
  - i. Numerical value in inches
- d. Pipe Width:
  - i. Numerical value in inches
- e. Sedimentation Upstream:
  - i. None
  - ii. 1% - 25% of Pipe Diameter
  - iii. 26% - 75% of Pipe Diameter
  - iv. 76% - 100% of Pipe Diameter
- f. Sedimentation Downstream:
  - i. None
  - ii. 1% - 25% of Pipe Diameter
  - iii. 26% - 75% of Pipe Diameter
  - iv. 76% - 100% of Pipe Diameter
- g. Corrosion Upstream:
  - i. None:
  - ii. Minor:
    - 1. Invert corrosion is primarily cosmetic and does not appear to affect functionality of the pipe.
  - iii. Moderate:
    - 1. Invert is rusted out through < 25% of the pipe, but overall, pipe appears to be functioning as intended and not in imminent danger of structural or functional failure.
  - iv. Severe:
    - 1. Invert is rusted out through >25% of the length of the pipe. The pipe is in need of repair or replacement to prevent structural or functional failure.
  - v. Unable to Assess:
    - 1. Contact owner and report if unable to assess.
- h. Corrosion Downstream:
  - i. None:
  - ii. Minor:
    - 1. Invert corrosion is primarily cosmetic and does not appear to affect functionality of the pipe.
  - iii. Moderate:
    - 1. Invert is rusted out through < 25% of the pipe, but overall, pipe appears to be functioning as intended and not in imminent danger of structural or functional failure.
  - iv. Severe:
    - 1. Invert is rusted out through >25% of the length of the pipe. The pipe is in need of repair or replacement to prevent structural or functional failure.
  - v. Unable to Assess:
    - 1. Contact owner and report if unable to assess.
- i. Maintenance Priority:

- i. "None" shall be assigned if -
    - 1. "Remedial" or "Priority" assignment unnecessary
    - 2. Pipe is functioning as intended
  - ii. "Remedial" shall be assigned if -
    - 1. Sediment Upstream and/or Sediment Downstream is "26% - 75% of Pipe Diameter"
    - 2. Corrosion Upstream and/or Corrosion Downstream is "Moderate"
    - 3. Condition(s) described in "Notes" or identified by the inspector is/are beginning to impact the pipe's functional capacity but is/are not yet creating a public safety concern.
  - iii. "Priority" shall be assigned if -
    - 1. Sediment Upstream and/or Sediment Downstream is "76% - 100% of Pipe Diameter"
    - 2. Corrosion Upstream and/or Corrosion Downstream is "Severe"
    - 3. Existing structural and/or functional failure of the pipe associated with condition(s) described in "Notes" or otherwise identified by the inspector is/are creating an imminent threat to public safety.
- j. **Inspection Date:**
  - i. **Do not change this attribute.**
- k. Inspection Date 2:
  - i. Include inspection date and time.
- l. Inspector:
  - i. Inspector name
- l. Notes (shall include the following notes if applicable):
  - i. Pipe Length (in linear ft) – indicate pipe length for type A pipes if significantly different than the shape length shown in GIS
  - ii. Cracking (if present):
    - 1. Concrete pipes only
  - iii. Physical Damage (minor or major)
  - iv. Joint Separation (if present):
    - 1. Shall be noted if joint separation is creating a structural or functional concern.
  - v. Out-of-Round (for circular pipes only):
    - 1. Pipe height and width measurements shall be updated accordingly.
  - vi. Scour (if present)
  - vii. Sinkhole formation (if present):
    - 1. Inspector shall note if sinkhole is developing adjacent to or in the direction of the road.
  - viii. A note regarding the type of work recommended.
  - ix. Other notes deemed necessary by the Town or the inspector to better understand the condition and function of the pipe.
- m. Pipe ID–
  - i. IF AN ID IS ASSIGNED – DO NOT CHANGE THIS ATTRIBUTE.

- ii. If a new pipe is added to the inventory, assign ID based on increasing numeric values with an interval of 1 starting from 1818 (e.g., 1818, 1819, 1820).
  - n. Driveway Pipe & Ditches:
    - i. ~~Driveway pipes and Ditches are not to be included in the scope of work.~~
    - ii. If pipes are determined to be a driveway pipe (meaning it only provides right-of-way access to/from an individual property and does not share a direct, physical connection to a stormwater structure in the project order), please contact the Town for confirmation before updating from "No" to "Yes".
  - o. Pipe Inspection Completion:
    - i. Change pipe inspection checked to "Yes" after inspection and updated data entry is complete.
  - p. **Ownership, Merge Source, and Global ID:**
    - i. **Do Not Change These Attributes.**
  - q. Upstream Measure Down:
    - i. Include measurement (in vertical feet) from the top of the structure to the invert of the pipe (*only required where pipe is connected to Type A Structure*)
  - r. Downstream Measure Down:
    - i. Include measurement (in vertical feet) from the top of the structure to the invert of the pipe (*only required where pipe is connected to Type A Structure*)
- **Structures:** Data collected during all stormwater structure inspections for the deliverable shall include -
- a. Structure Type: (verify and update existing information as needed)
    - i. Catch Basin (Type A on Bid Form)
    - ii. Outlet Control Structure (Type A on Bid Form)
    - iii. Junction Box (Type A on Bid Form)
    - iv. Drop Inlet including Grate, Pedestal Top, Weir and Yard Inlets (Type A on Bid Form)
    - v. End-of-Pipe including Flared End Sections (Type B on Bid Form)
    - vi. Inlet or Outlet Headwall (Type B on Bid Form)
    - vii. Other (Type B on Bid Form)
  - b. Structure Material:
    - i. Pre-cast concrete
    - ii. Cast-in-place concrete
    - iii. Metal
    - iv. HDPE
    - v. Brick
    - vi. Other
  - c. Structure Damage:
    - i. None
    - ii. Minor:
      - 1. Cosmetic damage is present. Damage does not appear to be impacting the overall function of the structure.
    - iii. Moderate:

1. Damage does not currently have a significant impact on the structure's function, functional impact limited to structure's capacity to facilitate positive drainage from the Town's right-of-way (not including the roadway). Damage may accelerate functional failure if preventative maintenance and/or repairs not completed.
- iv. Severe:
  1. Damage is significantly impacting the structure's function, such that that associated system cannot facilitate positive drainage away from the roadway and right-of-way.
- v. Public Safety Hazard:
  1. Damage is significantly impacting the structure's function, such that that associated system cannot facilitate positive drainage away from the roadway and right-of-way. The damage substantially increases the risk of hydroplaning and/or impacts roadway accessibility for emergency services.
- d. Structure Sediment:
  - i. None
  - ii. 1% - 25% of Pipe Diameter
  - iii. 26% - 75% of Pipe Diameter
  - iv. 76% - 100% of Pipe Diameter
- e. Structure Debris:
  - i. None
  - ii. Minor:
    1. < 25% blockage of structure
  - iii. Moderate:
    1. > 25% blockage of structure
  - iv. Significant:
    1. > 75% blockage of structure
- f. Water:
  - i. Standing
  - ii. Flowing
  - iii. None
- g. Maintenance Priority:
  - i. "None" shall be assigned if -
    1. "Remedial" or "Priority" assignment unnecessary
    2. Pipe is functioning as intended
  - ii. "Remedial" shall be assigned if -
    1. Structure Damage is "Moderate".
    2. Sediment Upstream and/or Sediment Downstream is "26% - 75% of Pipe Diameter".
    3. Structure Debris is "Moderate".
    4. Condition(s) described in "Notes" or identified by the inspector is/are beginning to impact the pipe's functional capacity but is/are not yet

creating a public safety concern.

iii. "Priority" shall be assigned if -

1. Structure Damage is "Severe" or "Public Safety Hazard"
2. Sedimentation is "76% - 100% of Pipe Diameter"
3. Structure Debris is "Severe".
4. Existing structural and/or functional failure of the pipe associated with condition described in "Notes" or otherwise identified by the inspector is creating an imminent threat to public safety.

**h. Inspection Date:**

**i. Do not change this attribute.**

j. Inspection Date 2:

i. Inspection date and time

i. Field Notes (shall include the following notes if applicable):

i. Seepage (if present)

ii. Scour (if present)

iii. Sinkhole formation (if present):

1. Inspector shall note if sinkhole is developing adjacent to or in the direction of the road.

iv. A note regarding the type of work recommended:

1. As necessary, recommendations shall include, but are not limited to: **grouting**, invert paving or patching, re-pour/ replace structure, repair/ open crushed end-of pipe, **repair sinkhole/ scour**
2. Other notes deemed necessary by the Town or the inspector to better understand the condition and function of the pipe.

v. Re-assessed:

1. Change to "Yes" after inspection and updated data entry is complete.

vi. Re-Assessment Year:

1. Enter current year.

vii. Master ID -

1. IF AN ID IS ASSIGNED – DO NOT CHANGE THIS ATTRIBUTE.
2. If a new structure is added to the inventory, assign ID based on increasing numeric values with an interval of 1 starting from 1810 (e.g., 1810, 1811, 1812).

**viii. Ownership and Global ID:**

**1. Do Not Change These Attributes.**

ix. Top Elevation – Data collection not required for this attribute.

x. Creation, Creator, Edit Date, Editor – no updates required for these attributes.

## **2.03 General notes below explain the Town's needs and preferences related to this work.**

- Project Data and Deliverables -All reports, plans, drawings, studies, specifications, estimates, maps, computations, computer files and printouts, and any other data prepared under the terms of this work shall become the property of the Town. The Town will provide three ArcGIS shapefiles, one for pipes one for structures, and another for the inspection area polygons (as shown in Appendix A), to the Firm.

The Firm will edit the data to include the inspection and assessment data for the pipes and structures. The Firm will deliver to the Town within two weeks of written request from the Town. Most deliverables are expected to be received in electronic format. Data entry and edits shall be in ArcGIS. Photos shall be submitted to the town in JPEG format with date stamp and with each photo labeled with pipe or structure number, or included in GIS Data Deliverable in a manner mutually agreed upon by the Town and the Firm.

- Notify Project Manager at least three business days in advance of starting inspections to schedule a preconstruction meeting wherein the Town and Firm will discuss the Town's data collection preferences and inspection prioritization/ considerations.
- Notify Project Manager at least two business days prior to beginning inspections and when inspections are complete for each inspection area. Schedule meeting with Project Manager to discuss inspection findings after the completion of Inspection Areas 1-3, and then again after completion of all Inspection Areas outlined in Appendix A (Areas 1-6).
- Notify Project Manager if any pipes or structures are found that were not on the inventory. The Town will then decide if the structure needs to be added to the scope of work per the unit price for the item.
- Notify Project Manager if any pipes or structures are not found that were on the inventory. The Town will then decide if the structure needs to be deleted from the scope of work per the unit price for the item.
- Invoices - the Consultant shall provide monthly reporting and invoicing on all active projects in a manner and format that is mutually agreed upon by the Firm and the Public Works Director.

### **3.00 Required Documents for Work Authorization**

Please return the following completed documents to the Town:

- Unit Price Sheet (see section 3.01)
- CONTRACTOR AFFIDAVIT UNDER O.C.G.A 13-10-9I(b) (1)
- Insurance Certificate ACORD 25 form
- Appendix B – Agreement



## 2025 Stormwater Inspection Services PW-2025-10

### *Fee Proposal*

#### 3.01 UNIT PRICE SHEET

No.	Items in Inspection Areas 1-6 (Appendix A)	Estimate Quantity	Unit	Unit Price	Total Price
1.	MS4 Pipes, Pipe Inspection, Assessment, Data collection in ArcGIS, Pipe Scoping Camera Photo Complete	431	Each	\$ 32	\$ 13,792
2.	Structure Type A, Inspection, Assessment, Data collection in ArcGIS, Interior and Exterior Photos Complete	318	Each	\$ 16	\$ 5,088
3.	Structure Type B, Inspection, Assessment, Data collection in ArcGIS, Photo Complete	302	Each	\$ 16	\$ 4,832
4.	Allowance for Contingency	1	Lump Sum	\$1000	\$ 1,000

Total Price - \$ 24,712

Section 3.02

Exhibit A

Part 1 of 2

**CONTRACTOR AFFIDAVIT UNDER O.C.G.A. 13-10-91(b) (1)**

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 Town of Tyrone, 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:

#106037

Federal Work Authorization User Identification Number

03/10/2008

Date of Authorization

Integrated Science & Engineering, Inc.

Name of Contractor

PW-2025-10: 2025 Stormwater Inspection Services

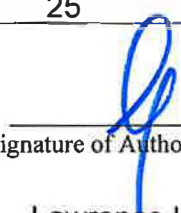
Name of Project

Town of Tyrone, Georgia

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on April,

25, 20 25 in (city) Newnan, (state) Georgia

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

Lawrence H. Davis, Jr.  
\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE 25 DAY OF April, 20 25

Lisa Henderson  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

July 28, 2025  
\_\_\_\_\_

Exhibit A



**O.C.G.A. 50-36-1 (e)(2) Affidavit**

By executing this affidavit under oath, as an applicant for a(n) Contract,  
as referenced in O.C.G.A. 50-36-1, from Town of Tyrone, Georgia, the undersigned applicant verifies one  
of the following with respect to my application for a public benefit:

- 1) X I am a United States citizen.
- 2) \_\_\_\_\_ I am a legal permanent resident of the United States.
- 3) \_\_\_\_\_ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an  
alien number issued by the Department of Homeland Security or other federal immigration  
agency.

My alien number issued by the Department of Homeland Security or other federal immigration  
agency is: \_\_\_\_\_

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided  
at least one secure and verifiable document, as required by O.C.G.A. 50-36-1 (e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as: (Driver's License,  
Drivers License  
Passport, etc. - Attach copy)

In the making the above representation under oath, I understand that any person who knowingly and willfully makes  
a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A.  
16-10-2-, and face criminal penalties as allowed by such criminal statute.

Executed in Newnan (city) Georgia (state).

\_\_\_\_\_  
Signature of Applicant

Lawrence H. Davis, Jr.  
Printed Name of Applicant

SUBSCRIBED AND SWORN BEFORE ME ON  
THIS THE

25 DAY OF April, 2025

Lisa Henderson  
NOTARY PUBLIC

My Commission Expires: 7/28/2025



## **4.0 Terms and Conditions**

### **4.01 FIRM GENERAL RESPONSIBILITIES**

- A. Notification to the Town if work to be performed is outside the scope of what was identified in the original Project Order agreement.
- B. The Firm will consult with the appropriate Town personnel for approval prior to any schedule variance. Firm shall notify the Public Works Director at least 2 work days prior to any activity rescheduling. Correspondence may occur via email (preferred) or phone call.
- C. The Firm shall provide competent, suitable and qualified personnel to perform the work as required for each Project Order.
- D. Firm's vehicles used inside the Town shall be in good repair, free from leaking fluids and properly registered.
- E. The Firm is required to follow MUTCD when working within any Town Right-of-Way. Cost for this shall be included in the bid prices.
- F. All personnel are required to wear safety protective equipment as appropriate for the situation. The Firm will be responsible for providing the safety equipment to their employees.
- G. Contactor shall purchase and provide all materials, supplies and labor necessary to fulfill the requirements of this proposal.

### **4.02 INSURANCE REQUIREMENTS**

The Firm's Comprehensive General and Automobile Liability Insurance shall be written for not less than limits of liability as follows:

- A. Comprehensive General Liability
  - i. Bodily and Personal Injury, Property Damage and Contractual: \$1,000,000 Combined Single Limit Each Occurrence/\$2,000,000 General Aggregate
  - ii. General Aggregate Limits shall apply per Project
- B. Comprehensive Automobile Liability
  - i. Bodily Injury and Property Damage: \$1,000,000 Combined Single Limit Each Occurrence
  - ii. Any Auto including Hired and Non-Owned liability coverage is required.
- C. Workers Comprehensive
  - i. Workers' Compensation insurance covering all employees of Contractor or any subcontractor engaged in performing the services required by this proposal of not less than the minimum requirement of \$100,000 per accident/\$100,000 Disease each employee/\$500,000 Disease policy limit. At a minimum, the policy must also meet Georgia required coverage.

D. The Town must be listed as "additional insured" on the policy of insurance as follows:  
Town of Tyrone; 950 Senoia Road; Tyrone, GA 30290.

E. The policy **shall not** contain a waiver of subrogation.

Firm shall provide the Town with a valid Certification of Insurance evidencing the Town. The certificate shall be on the ACORD 25 form. The certificate will further confirm that at least thirty (30) days prior written notice will be furnished to the Town by Insurer before cancellation or non-renewal of policy.

The insurance policies may not include a deductible, retention or self-insurance in excess of \$10,000. It is further understood that any coverage extended by reason of this paragraph shall be primary and non-contributory and such shall be evidenced on the Certificate of Insurance. Any insurance maintained by the Town of its own protection shall be secondary of excess insurance. All insurance companies providing coverage must have an AM Best Rating of A-VII or better unless approved by the Town in advance at its sole discretion.

#### **4.03 INDEMNIFICATION**

The Firm shall save and hold harmless, pay on behalf of, protect, defend, indemnify the Town, assure entire responsibility and liability for losses, expenses, demands and claims in connection with or arising out of any injury, or alleged injury (including death) to any person, or damage, or alleged damage, to property of the Town or others sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the performance or the intended performance of any work/service, outlined or resulting from this agreement, by the Firm or their employees, including losses, expenses or damages sustained by the Town or Town Officials, including the Mayor and Council members and employees of the Town from any and all such losses, expenses, damages, demands and claims. The Firm further agrees to defend any suit or action brought against the Town or Town Officials based on any such alleged injury or damage and to pay all damages, cost and expenses in connection therewith or resulting therefrom. As an integral part of this agreement, the Firm agrees to purchase and maintain, during the life of this contract, contractual liability insurance in the amounts required in the general liability section Insurance Requirements. The obligations of the Firm pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Firm.

#### **4.04 PROPOSAL REPRESENTATION**

Each Proposer, who has the legal authority to sign and bind the firm, must sign the proposal with their usual signature and shall give their full business address on the form provided in this Proposal. Proposals by partnerships shall be signed with the partnership name by one of the members or by an authorized representative. Proposals by corporations shall be signed with the name of the corporation followed by the signature and designation of the President, Secretary, or other person authorized to bind it in the matter and shall have the corporate seal affixed thereto.

#### **4.05 NON-COLLUSION**

By responding to this request for proposals, the offeror shall be deemed to have represented and warranted that the proposal is not made in connection with any other offeror submitting a separate response to this request for proposals, and is in all respects fair and without collusion or fraud.

#### **4.06 NOTICE TO PROCEED**

The Town shall not be liable for payment of any work done or any costs incurred by any offeror prior to the Town issuing a written Notice to Proceed.

#### **4.07 SEVERABILITY**

The invalidity of one or more of the phrases, sentences, clauses or sections contained in the contract shall not affect the validity of the remaining portion of the contract. If any provision of the contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision to the extent that the provision is unenforceable. In such case, the contract shall be deemed amended to the extent necessary to make it enforceable while preserving its intent.

#### **4.08 TERMINATION OF AWARD FOR CAUSE**

If, through any cause, the successful Proposer should fail to fulfill in a timely and proper manner its obligations or if the successful Proposer knowingly violates any of the covenants, agreements or stipulations of the award, the Town shall thereupon have the right to terminate the award by giving written notice to the successful Proposer of such termination and specifying the effective date of termination. In that event, all finished or unfinished services, reports or other materials prepared by the successful Proposer shall, at the option of the Town, become its property, and the successful Proposer shall be entitled to receive just, equitable compensation for any satisfactory work completed, prepared documents or materials as furnished. Notwithstanding the *above*, the successful Proposer shall not be relieved of liability to the Town for damage sustained by the Town by virtue of breach of the award by the successful Proposer and the Town may withhold any payments to the successful *vendor* for the purpose of set *off* until such time as the exact amount of damages due the Town from the successful Proposer is determined.

#### **4.09 TERMINATION OF AWARD FOR CONVENIENCE:**

The Town may terminate the award at any time by giving written notice to the successful vendor of such termination and specifying the effective date thereof, at least ten (10) working days before the effective date of such termination. In that event, all finished or unfinished services, reports, material(s) prepared or furnished by the successful Proposer under the award shall, at the option of the Town, become its property. If the award is terminated by the Town as provided herein, the successful vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed or material furnished bear to the total services/materials the successful Proposer *covered* by the award, less payments of compensation previously made. If the award is terminated due to the fault of the successful Proposer, termination of award for cause, relative to termination shall apply.

#### **4.10 FORCE MAJEURE:**

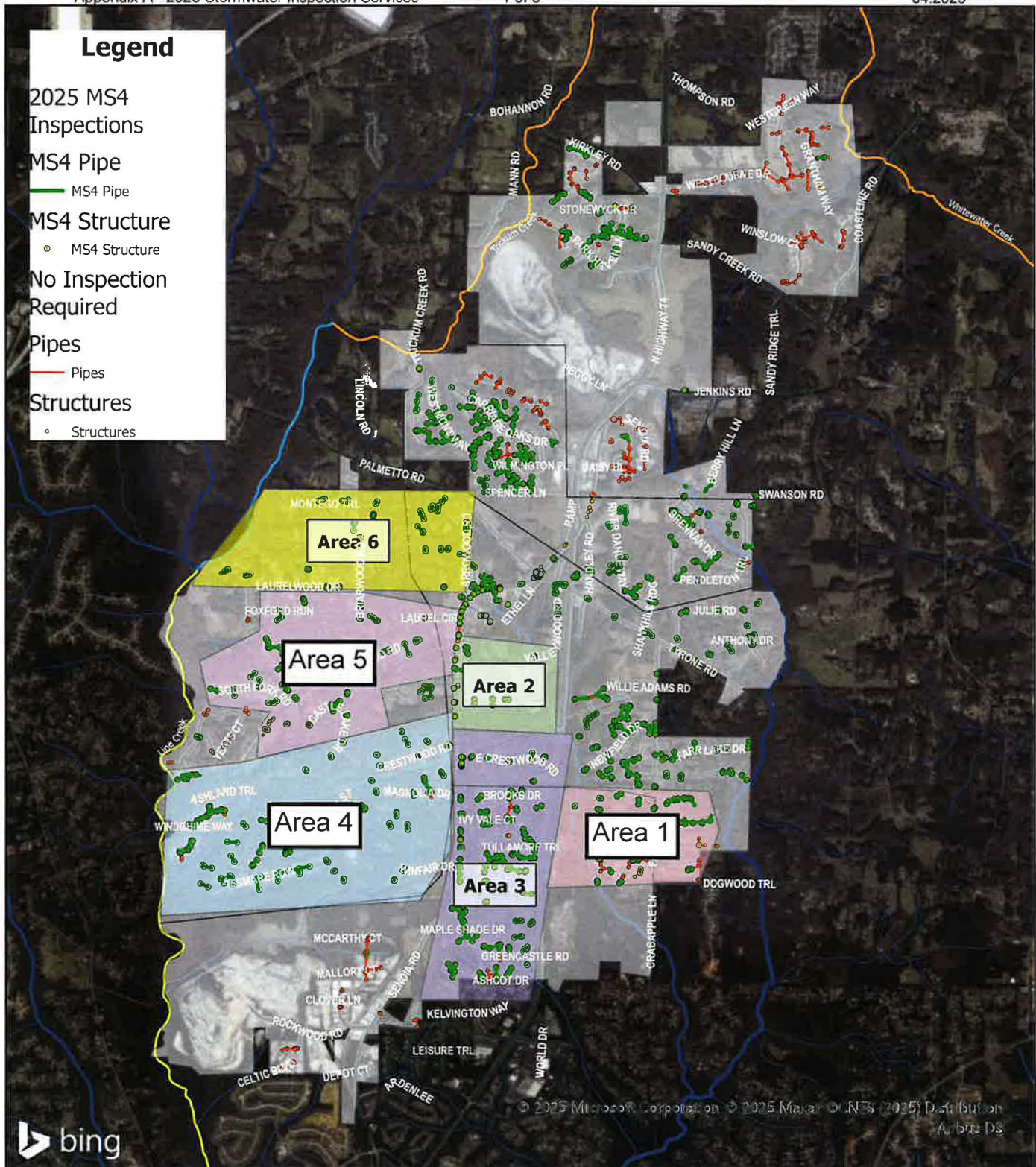
Neither party shall be deemed to be in breach of the contract to the extent that performance of its obligations is delayed, restricted, or prevented by reason of any act of God, natural disaster, act of government, or any other act or condition beyond the reasonable control of the party in question.

**4.11 GOVERNING LAW:** This agreement shall be governed in accordance with the laws of the State of Georgia. The parties agree to submit to the jurisdiction in Georgia and further agree that any cause of action arising under this agreement shall be required to be brought in the appropriate *venue* in Fayette County, Georgia.

## **Appendix A - Inspection Area Maps**

### **Town of Tyrone - 2025 Stormwater Inspection Services**



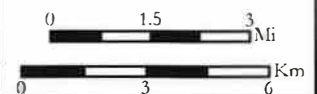


## 2025 MS4 Inspection Areas 1-6

Town of Tyrone - 2025 Stormwater Inspection Services  
MS4 Inspection Areas 1-6 contain ~431 pipes and 620 structures requiring inspection. Other pipes/ structures shown are included in the Town's inventory, but no inspections are required as the pipes/structures have been inspected between 2023-2024, or are privately-owned.

2025

Coordinate System: WGS 1984 Web Mercator Auxiliary Sphere

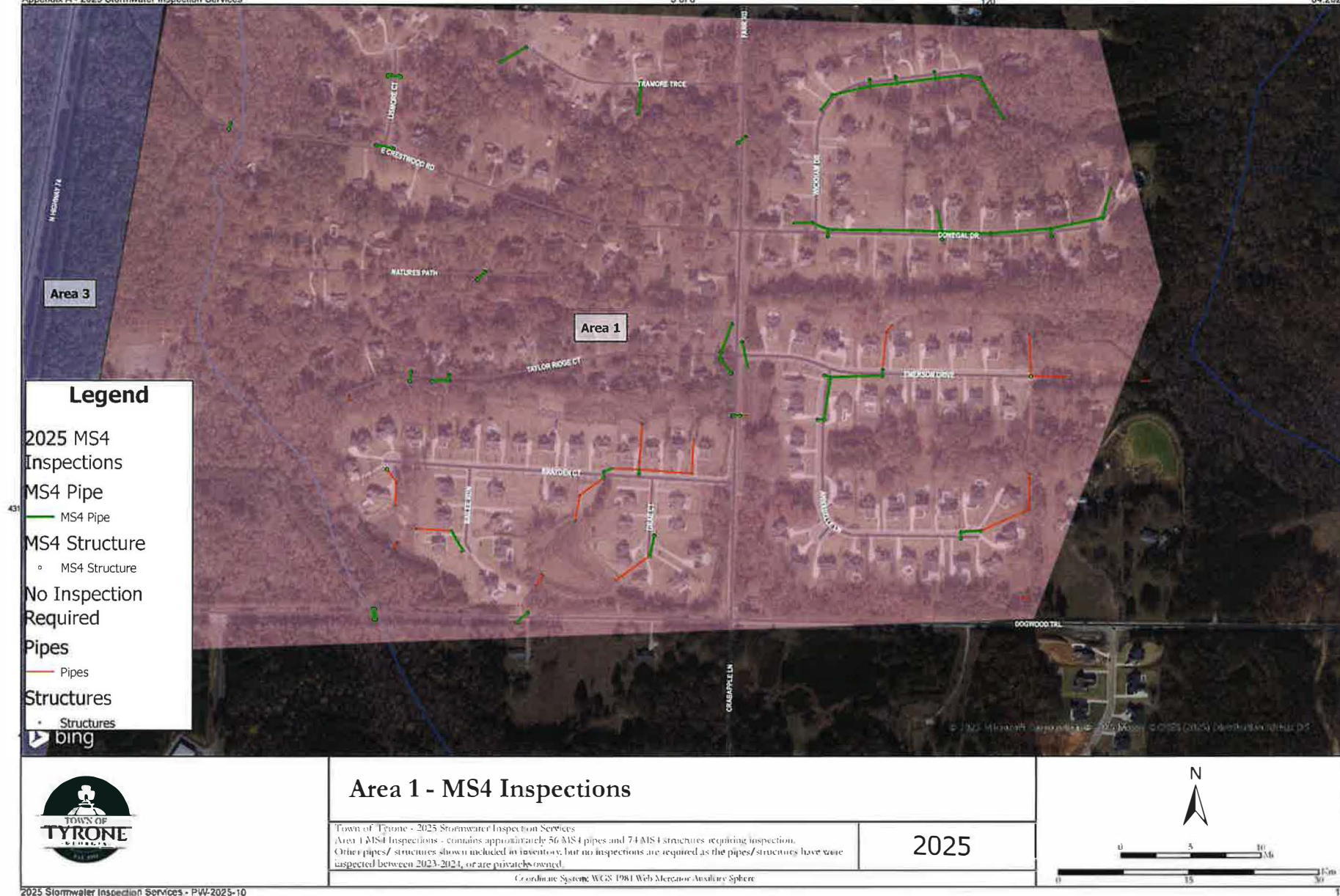


## 2025 Town of Tyrone Stormwater Inspection Services - Inspection Area Summary Table

2025 Stormwater Inspection Areas	MS4 Pipes to Inspect*	MS4 Structures to Inspect*
Area 1	56	74
Area 2	13	27
Area 3	134	182
Area 4	130	175
Area 5	69	101
Area 6	29	61
Areas 1-6 Totals*	431	620

*\*Total counts for pipes and structures "to Inspect" based on pipes and structures requiring inspection in 2025. The total count for each area only accounts for pipes and structures located within the inspection areas with the following attributes : the feature is not identified as privately-owned, (if a pipe) the feature is not identified as a driveway pipe, and the feature was not inspected during 2023 or 2024.*









## Area 2 - MS4 Inspections

Town of Tyrone - 2025 Stormwater Inspection Services

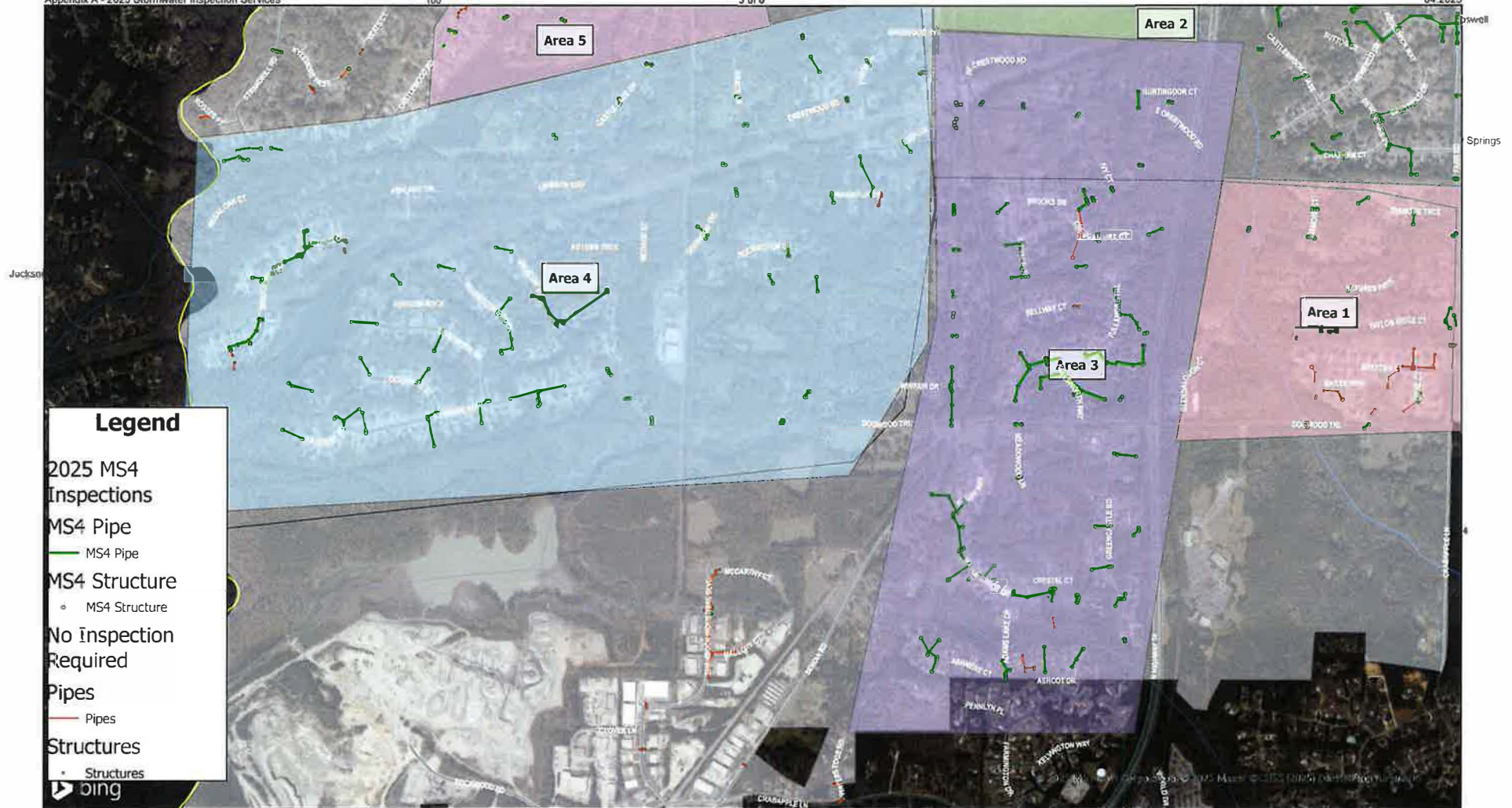
Area 2 MS4 Inspections - contains approximately 13 MS4 pipes and 27 MS4 structures requiring inspection. Other pipes/structures shown included in inventory, but no inspections are required as the pipes/structures have been inspected between 2023-2024, or are privately owned.

Coordinate System: WGS 1984 WGS Merit Auxiliary Sphere

2025





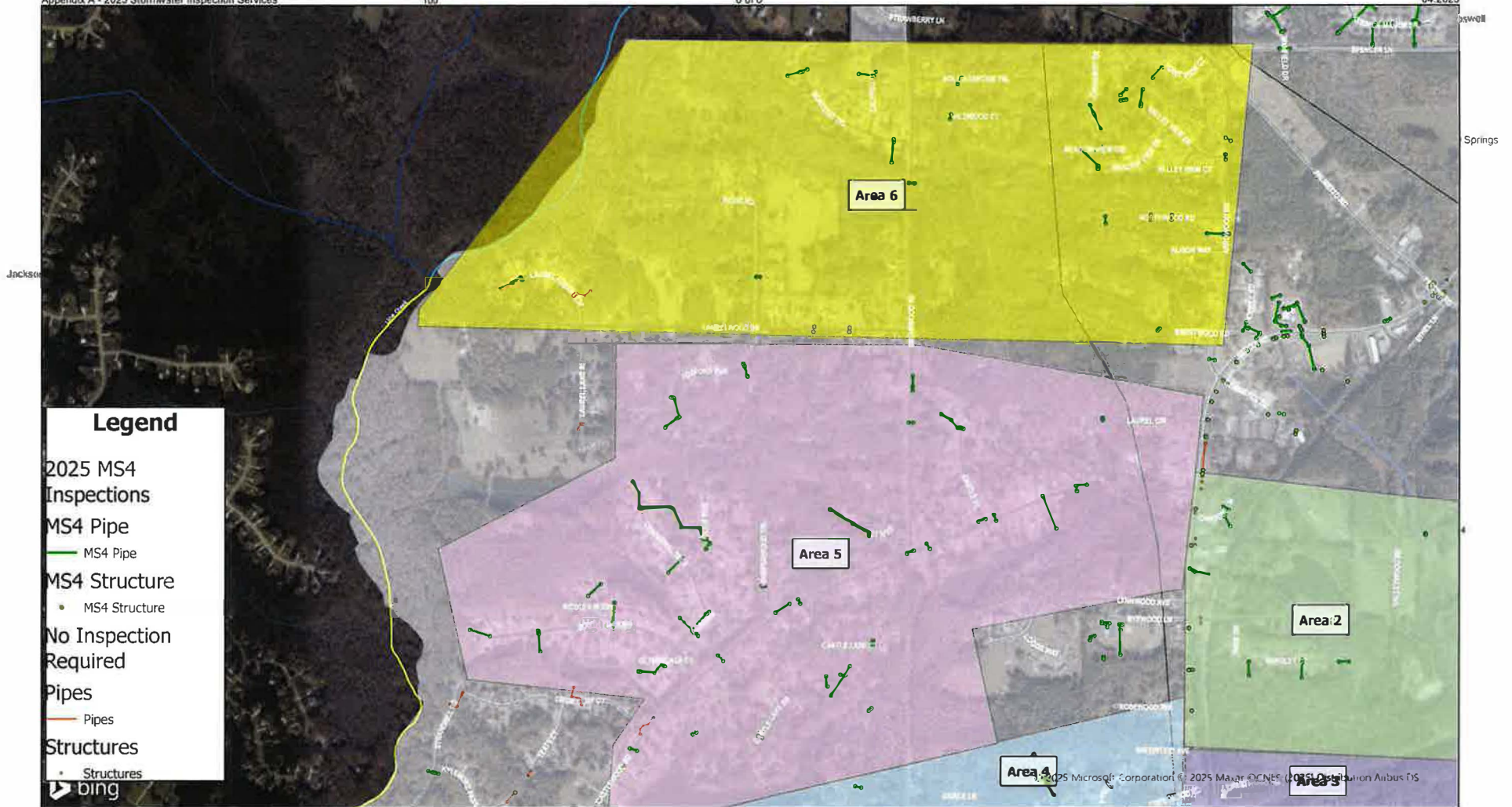


## Areas 3 and 4 - MS4 Inspections

Town of Tyrone - 2025 Stormwater Inspection Services  
 Areas 3 and 4 contain approximately 134 and 132 MS4 pipes & 182 and 175 MS4 structures requiring inspection, respectively. Other pipes/ structures shown included in inventory, but no inspections are required as the pipes/structures have been inspected between 2023-2024, or are privately-owned.

2025





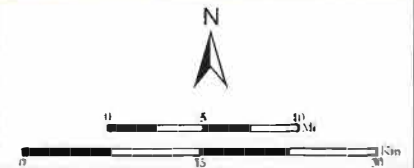
## Areas 5 and 6 - MS4 Inspections

Town of Tyrone - 2025 Stormwater Inspection Services

Areas 5 and 6 contain approximately 69 and 29 MS4 pipes & 101 and 61 MS4 structures requiring inspection, respectively. Other pipes/ structures shown included in inventory, but no inspections are required as the pipes/structures have been inspected between 2023-2024.

Coordinate System: WGS 1984 Web Mercator Auxiliary Sphere

2025



## **Appendix B - Agreement**

### **Town of Tyrone – 2025 Stormwater Inspection Services Agreement**



# AGREEMENT

## 2025 Stormwater Inspection Services Project #: PW-2025-10

This Agreement, made this day of April 25, 2025 by and between The Town of Tyrone, GA (hereinafter in this Agreement called "Owner") and Integrated Science & Engineering, Inc. (hereinafter in this Agreement called "Consultant").

WITNESSETH: That for and in consideration of the payment rates and agreements hereinafter mentioned:

1. The Consultant will provide stormwater infrastructure inspection services as described elsewhere in the contract documents.
2. The Consultant will provide stormwater infrastructure inspection services per the unit rates as described elsewhere in the contract documents.
3. The term "Contract Document" means and includes the following in order of importance:
  - a) This Agreement
  - b) Consultant's Unit Price Sheet/ Fee Proposal Form
  - c) The Proposal, including Work Schedule, Statement of Work & Scope of Work, Terms & Conditions, Appendices, & other components
  - d) Certificate of Insurance
  - e) Consultant's Affidavit under O.C.G.A. § 13-10-91 (b)(1)
  - f) Notice to Proceed

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized official, this Agreement on the date last above written.

OWNER:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

ATTEST (COMPLETED BY OWNER):  
(Address)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

CONSULTANT:

  
\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Lawrence H. Davis, Jr.

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
President

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
58-1286525

\_\_\_\_\_  
(Employer Identification Number)