

Professional Services Agreement

Client	Town of Tyrone
Contact	Scott Langford
Address	950 Senoia Rd Tyrone, GA 30290
Office	770-487-4038
Mobile	Mobile Phone
Email	Scott.langford@tyronega.gov

Date	Proposal / Project No.
September 23, 2026	P-6009

Project Name & Location
Town Of Tyrone SS Easement Tyrone, GA

Scope of Services

SANITARY SEWER EASEMENT PLAT(S) and LEGAL DESCRIPTION(S)

Prepare sanitary sewer easement plat(s) and legal description(s) for the 10 parcels listed on sheet provided by the client (copy attached). The 10 parcels listed are also shown on the attached tax map in yellow (copy attached).

Property records for the subject parcel and adjoining parcels will be obtained from the courthouse to analyze the deeded property line locations vs. monuments found on the ground. Any existing property corners will be found and marked. The property lines between corners will not be marked. The survey will show the location of the visible improvements on the subject properties using aerial imagery or traditional surveying methods.

SURVEY DATUM & DELIVERABLE

The survey will be prepared in accordance with the rules set by the Georgia Board of Registration for Professional Engineers and Land Surveyors, Chapter 180-7; Technical Standards for Property Surveys In Georgia.

The survey will be referenced to state plane coordinates, Georgia West Zone (NAD 83).

The deliverable will include a stamped and signed .pdf file of the survey.

ASSUMPTIONS AND UNDERSTANDINGS

- This scope of services does not include an ALTA/boundary Survey.
- The client will be responsible for submitting to the local governing authority for any required approvals.
- Underground utilities, trees, wetland, and the determination of State Water Buffers is not included.

Schedule	TBD	Fee	\$27,500 (Lump Sum)
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Authorization

I, the undersigned, certify that I am an authorized agent of the company or client represented above and authorize Land Engineering, Inc. to proceed with the services as outlined in this agreement in accordance with the contract terms and conditions stated herein.

Client Signature

Date

Trey Jackson, LSI

Date

Project Manager

Land Engineering, Inc.

Printed Name

TJ

Land Engineering, Inc.
Contract Terms & Conditions

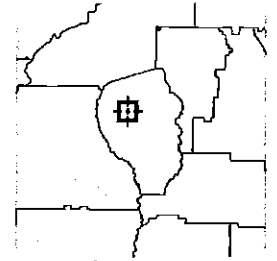
1. **PAYMENT OF CONSULTANT.** Monthly invoices will be issued by CONSULTANT for all work performed under the terms of this AGREEMENT. Invoices are due and payable upon receipt. The CLIENT who signs this agreement will be solely responsible for full payment. The CONSULTANT will not be responsible for collecting payment from multiple parties or anyone other than the CLIENT represented herein. In addition to any other remedies CONSULTANT may have, CONSULTANT shall have the absolute right to cease performing any basic or additional services in the event payment has not been made, without any liability to CLIENT, pending payment of CLIENT's outstanding indebtedness. An interest charge of two percent per month will be added to invoices not paid within sixty days.
2. **STANDARD OF CARE FOR CONSULTANT.** CONSULTANT shall furnish services in a manner consistent with industry standards and to the level of professional skill generally acceptable in the industry with regard to services of this kind.
3. **LIMITATION OF LIABILITY.** The owner agrees to limit the CONSULTANT's liability to the owner for any cause of action or combination of causes, whether arising out of claims based upon contract, warranty, negligence, errors and omissions, strict liability or otherwise, is in the aggregate, limited to \$25,000, the CONSULTANT's total fee for the services rendered on this project (whichever is greater) or other amount agreed upon when added under Special Conditions.
4. **LEGAL EXPENSES.** In the event legal action is brought by CLIENT or CONSULTANT against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party its reasonable amounts for attorney's fees, costs and expenses incurred as a result of that action.
5. **PROJECT TIME.** Should completion of the services be delayed for cause(s) beyond CONSULTANT's responsible control, including, but not limited to, force majeure and rain delays, the time for performance shall be extended for a period at least equal to the delay and the parties will mutually agree on the terms and conditions upon which the services may be continued.
6. **PROJECT DELAYS.** The CONSULTANT will provide services in a timely manner, but it is agreed between the parties to this AGREEMENT that the CONSULTANT cannot be responsible for delays occasioned by factors beyond CONSULTANT's control, nor by factors which could not reasonably have been foreseen at the time this AGREEMENT was prepared and executed.
7. **LIMITATION OF PROFESSIONAL SERVICES.** Unless expressly stated to the contrary, the professional services to be provided by the CONSULTANT do not include meetings and consultations in anticipation of litigation or arbitration or attendance as an expert witness in any deposition, hearing or arbitration. If requested, these services will be provided by an amendment to this AGREEMENT, setting forth the terms of compensation to be received by the CONSULTANT.
8. **CONFIDENTIALITY.** The CONSULTANT shall not disclose nor permit disclosure of any information specifically designated by the CLIENT as confidential, except to its employees and other subconsultants who need such information in order to properly execute the services of this AGREEMENT.
9. **OWNERSHIP OF WORK PRODUCT.** CONSULTANT shall remain the owner of all drawings, reports and other material provided to CLIENT. CLIENT shall be authorized to use the copies provided by CONSULTANT only in connection with the Project.
10. **TERMINATION.** Either party may terminate this AGREEMENT at any time by giving thirty days (30) notice to the other party. If this AGREEMENT is terminated, the CONSULTANT shall be compensated for work actually performed and expense incurred up to the date of termination.
11. **RECORD RETENTION.** All records related to this AGREEMENT shall be retained by both parties for a period of four (4) years after the conclusion of this AGREEMENT. Records relating to any claim arising out of the performance of this AGREEMENT, or costs and expenses of this AGREEMENT to which exception has been taken by either party, shall be retained by the other party until the claim has been resolved.
12. **GOVERNING LAW.** This AGREEMENT shall be governed in all respects by the laws of the State of Georgia.

Tyrone Downtown Sewer Survey 2026

<u>Name</u>	<u>Parcel #</u>	<u>Address</u>
Fayette County Board of Education	73802022	876 Main Street
Fayette County Board of Education	73802036	Laurel Circle
Fayette County Board of Education	73802035	Laurel Circle
C. J. Mowell, Jr.	0738 010	902 Senoia Road
Cemetery WCS Properties, Inc.	0738 067	Senoia Road
David Kelsy & CDL Trust, Ann Briley, and Jeannie Arand	073807001C	100 Commerce Drive
Town of Tyrone Downtown Development Authority	0738 098	969 Senoia Road
Wayne Adams ET AL	0738 096	985 Senoia Road
Tyrone Dollar Store, LLC	0738 095	989 Senoia Road
Victor & Susan Gunnin	0738 036	993 Senoia Road



Overview



Legend

- Parcels
- Roads

Parcel ID	073802006	Alternate ID	41399	Owner Address	HARDY JOHN H
Sec/Twp/Rng	n/a	Class	Residential		451 LAUREL CIRCLE
Property Address	451 LAUREL CIR	Acreage	n/a		TYRONE, GA 302902039
District	Town of Tyrone				
Brief Tax Description	LOT 6A TYRONE EST (Note: Not to be used on legal documents)				

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Developed by  **SCHNEIDER**
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