

RESOLUTION
#26-32

A RESOLUTION BY THE MAYOR AND COUNCIL OF THE CITY OF DUBLIN, GEORGIA TO APPROVE AND ACCEPT THE TERMS OF A PROPOSAL AND CONTRACT FOR FY'27 AND FY'28 WATERSHED PROTECTION PLAN MONITORING AND ANNUAL REPORTING WITH NUTTER & ASSOCIATES, INC., ENVIRONMENTAL CONSULTANTS; TO AUTHORIZE THE MAYOR AND CITY CLERK TO EXECUTE THE SAME; TO SET AN EFFECTIVE DATE; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the City has previously submitted and obtained approval of a Watershed Protection Plan (the "Plan"); and

WHEREAS, the Plan requires certain monitoring of waters within and surrounding the City; and

WHEREAS, the Mayor and Council wish to secure the services of Nutter & Associates, Inc. in accordance with the Scope of Work and Budget and Contract Terms attached hereto as Exhibit "A" and incorporated herein by this reference (the "Proposal"); and

WHEREAS, Staff recommends the Mayor and Council to approve the Proposal; and

WHEREAS, the Mayor and Council find it in the best interest of the City to accept and approve the Proposal; and

WHEREAS, the Mayor and Council wish to empower the City Manager or his or her designee to execute and deliver any other documentation required for the fulfillment of the purposes of this Resolution.

THEREFORE, NOW BE IT RESOLVED that the terms of the Proposal attached hereto are approved, and that the Mayor is hereby authorized and directed to execute the same in the name of and on behalf of the City of Dublin, Georgia, subject to such insertions, deletions, or revisions as deemed appropriate by him, the execution of the same being conclusive evidence of acceptance of the same.

BE IT FURTHER RESOLVED that execution of the Agreement by the Mayor or any other modification of it shall be conclusive evidence of the approvals required herein and all actions of the City, its officers, staff, and employees in connection with the execution, delivery, and performance of the Agreement is hereby approved, ratified, and confirmed.

BE IT FURTHER RESOLVED that the City Manager, in consultation with the City/Staff Attorney, and the City Clerk may approve such modifications and additions or

cancellation of its level of services provided by Nutter & Associates, Inc. as may be deemed appropriate by him and in the best interest of the City at all points in time during the term of the Agreement.

BE IT FURTHER RESOLVED that the City Manager, or his or her designee, is authorized to execute and deliver any other document required by Nutter & Associates, Inc. to affect the purpose of this Resolution and Agreement and that this resolution shall be effective upon its adoption.

SO RESOLVED by the Mayor and Council of the City of Dublin this 4th day of June, 2026 by a vote of 6 to 0.



CITY OF DUBLIN, GEORGIA

BY: [Signature]
Joshua E. Kight,
Mayor

ATTEST:

By

[Signature]
Dorothy Rozier, City Clerk

Professional Services Contract

OFFICE USE ONLY:

Project Number 08027.06 and 08027.07
Date May 26, 2026
Project Name Dublin WPP Monitoring & Annual Reporting (Fiscal Years 2027 & 2028)
Description of Services Dublin WPP long-term monitoring and reporting
Cost of Services* \$86,780 (Quarterly costs = FY27 \$9,991.50; FY28 quarterly \$11,703.50)
Invoicing Information: Fixed Fee Contract, Fixed Fee Invoice, Quarterly

CLIENT USE:

Purchase Order #
(If applicable)

Bill to Information
Contact Information

Company Name: City of Dublin
Address: P.O. Box 690
Name: Accounts Payable
Office #: (478) 277-5018 Cell#: N/A
Email: act.payable@dublin.ga.org
Name:
Email:

Remit Invoice to**
(If different from Contact)

If hard copy of invoice is required, please include mailing address

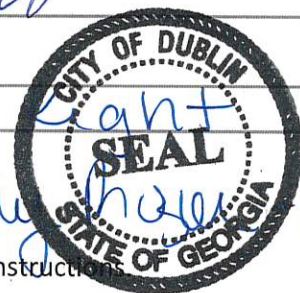
Client hereby acknowledges that this Proposal is provided subject to the general terms and conditions set out on the reverse side of this Proposal (the "Terms and Conditions"), which are hereby incorporated as a part of this Proposal. Client's acceptance of this Proposal shall be deemed an acceptance of the Terms and Conditions.

Authorized by:

Signature

Joshua

Authorized Name



*This price is good for 6 months from the scope date.

**If applicable, please notify your NAI point of contact with special billing instructions.

TERMS AND CONDITIONS

Client hereby accepts the following general terms and conditions ("Terms and Conditions") applicable to Nutter & Associates, Inc.'s performance of the services described in the attached Proposal (the "Services"):

1. Payment Terms. Client shall pay all amounts due to Nutter & Associates, Inc. ("NAI", "We", and "Our") upon receipt of each invoice from NAI. Any amounts not paid by Client within thirty (30) days of the date of such invoices shall be considered past due.
2. Performance Standard. NAI shall perform the Services using the care and skill ordinarily exercised by organizations performing services in the fields of soil and hydrologic evaluation, ecosystem evaluation and land treatment in the same or similar locality as the location where the Services are rendered. Client hereby acknowledges that NAI makes no other representation or warranty with respect to the Services. Client further acknowledges that any oral or written reports furnished by NAI shall not be construed as any representation or warranty with respect to the Services. NAI HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES WITH RESPECT TO THE SERVICES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
3. Limitation of Liability. Client hereby agrees that NAI's total aggregate liability for any damages incurred by Client in connection with NAI's performance of or failure to perform the Services shall be the greater of (i) Fifty Thousand and No/100 Dollars (\$50,000.00) or (ii) NAI's total fee for the Services. IN NO EVENT SHALL NAI OR THE CLIENT BE LIABLE TO EACH OTHER FOR ANY INDIRECT, INCIDENTAL CONSEQUENTIAL, PUNITIVE OR RELIANCE DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, SAVINGS OR REVENUES OR INCREASED COST OF OPERATIONS, REGARDLESS AS TO THE NATURE OF THE CLAIM.
4. Insurance Coverage. NAI shall maintain the following insurance coverages during the period in which the Services are performed: (i) worker's compensation and employer's liability insurance coverage with coverage limits which conform to the requirements of applicable law; (ii) comprehensive general liability insurance coverage on an occurrence basis in an amount not less than \$1,000,000.00 per claim with an aggregate limit of not less than \$2,000,000.00; and (iii) automobile liability insurance coverage for both bodily injury and property damage with a combined single limit of \$1,000,000.00; and (iv) umbrella liability insurance coverage on an occurrence basis in an amount not less than \$5,000,000.00 with an aggregate limit of not less than \$5,000,000.00; and (v) professional liability/contractors pollution insurance coverage for each wrongful act (professional liability) of \$2,000,000.00, each pollution condition (contractors pollution) of \$1,000,000.00 with a policy aggregate limit of not less than \$2,000,000.00. NAI shall provide Client with a certificate of insurance evidencing the aforementioned insurance coverages upon request by Client.
5. Damage to Man-Made Objects. Client shall be responsible for disclosing the presence and accurate location of all underground man-made objects which might interfere with field tests or boring to be performed by NAI as part of the Services.

6. Damage to Work in Place. Client hereby acknowledges that there is the possibility of the occurrence of certain events or conditions which may affect work performed by NAI as part of the Services ("Work in Place") and which are outside of the control of NAI. Client further acknowledges and agrees that the occurrence of any of the following events and conditions shall not obligate NAI to re-perform or replace any Work in Place:

- (a) The occurrence of either natural (including, without limitation, weather events) or unnatural (including, without limitation, upstream discharges) events which cause damage to Work in Place, including, but not limited to: (i) failure of any structures installed as part of the Work in Place; (ii) the erosion of or failure of any stream banks; (iii) the erosion or displacement of existing or planted vegetation within stream channels, riparian valleys or riparian zones; or (iv) wind damage to existing or planted vegetation within stream channels, riparian valleys or riparian zones;
- (b) The occurrence of either natural (including, without limitation, weather events) or unnatural (including, without limitation, upstream discharges) which cause physical modification of any stream channels;
- (c) The cutting and/or removal of either existing vegetation or vegetation planted by NAI within the stream channel, riparian zone or riparian valley adjacent to or upstream from the Work in Place; and
- (d) Drought conditions which inhibit or permanently damage the vegetative success of vegetation.

In the event any Work in Place is damaged or destroyed as a result of the occurrence of any of the aforementioned events or conditions, Client may request that NAI perform such work as may be necessary to correct such damage or destruction. NAI shall provide Client with a new proposal for the performance of such work, and Client may, but shall not be obligated, to engage NAI to perform such work in accordance with the terms of the new proposal.

7. Governing Law. The Proposal and these Terms and Conditions shall be governed by the laws of the State of Georgia.

8. Entire Agreement. The Proposal and these Terms and Conditions constitute the entire agreement between NAI and Client with respect to the Services. The Proposal and these Terms and Conditions supersede all prior agreements, proposals, representations, statements or understandings, whether written or oral concerning the Services.

9. Binding Effect. The Proposal and these Terms and Conditions shall be binding upon any successors and assigns of NAI and Client.

10. Multi-year Contract Language. Notwithstanding anything to the contrary, 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 the City, at the end of the fiscal year, June 30, each year of the Term, and further, that this Agreement shall automatically renew on July 1 of each subsequent fiscal year of the term absent the City's provision of written notice of non-renewal to Provider at least thirty (30) days prior to the end of the then current fiscal year.

11. COVID-19 Impacts. Due to fluctuating COVID-19 restrictions that are outside of NAI's control, NAI's ability to meet the timelines outlined herein may be compromised. Should timelines vary for this reason, NAI will notify the Client. Additionally, the contract amount stated herein may change if additional time and expense are required to be compliant with unforeseen COVID-19 restrictions or for the related protection of NAI's staff. Should NAI's fees increase accordingly, NAI will quantify the increase and get the Client's written approval before continuing.