

SAVANNAH, CHATHAM COUNTY, GEORGIA

WHEREAS, Waters at Gateway, LP hereinafter referred to as the DEVELOPER, the developer of Waters at Gateway located within the **GATEWAY WEST SERVICE AREA**, consisting of 190.44 equivalent residential units as shown on the attached drawing entitled EXHIBIT A "OFFSITE WATER EXHIBIT" prepared by Cypress Engineering and dated March 22, 2019, Scale 1" = 400', desires certain commitments from the City of Savannah, hereinafter referred to as the CITY, in regard to extending and making additions to existing water and sanitary sewer systems, or in regard to the construction of water distribution and sanitary sewer collection and disposal systems to serve said development, and

WHEREAS, the engineering design for said water and sanitary sewer systems has been, or will be, accomplished by competent professional engineers registered in the State of Georgia, and bids for the construction of said systems has been or will be requested;

IT IS AGREED between the parties hereto that the City shall approve the designation of the engineer who shall be responsible for the engineering design and inspection in connection with the installation of the said water and sanitary sewer systems. The Developer shall be responsible to provide resident inspection during construction and to ensure the engineer's conformance to area planning, adequacy of design, and conformance to City requirements regarding location, size and depth of lines, capacity and arrangement of lift stations and quality of construction. The Developer shall provide to the City a statement from the project engineer certifying that the materials and workmanship including pipes, bedding, joint restraints, valves, fire hydrants, manholes, lift station equipment, and other related materials and work meet the City's specifications and standards. Upon request of the City, the certification shall be substantiated by material affidavits from suppliers and by applicable test results for inflow/infiltration, exfiltration, deflection, pressure, leaks, bacteria, compaction and other tests required by the City. All construction, engineering and inspection cost in connection with these systems shall be borne by the Developer. The City will provide only the sewage treatment and water supply facilities.

IT IS FURTHER AGREED that this agreement shall contain the following special conditions/requirements:

1. The City shall reimburse the developer for the actual cost of construction of approximately 3,745 LF of 16" water main minus the cost of an 8" water main along the same route as shown on the attached Exhibit A, up to a maximum of \$165,528.94.
2. Any amount in excess of \$165,528.94 shall be paid by the developer.
3. The contractor's bid price for construction of item 1, attached as Exhibit B, includes estimated quantities. Cost overruns shall be borne by the developer.
4. The developer shall provide the City with utility easements for the entire length of the proposed water main shown on Exhibit A.
5. A minimum of two (2) bids shall be provided for all items in which the City is sharing the cost. Original copies of the bids received for item 1 shall be accompanied by the original contractor/engineer invoices.
6. Any development which requires sanitary sewer main extension and/or involve storm sewer conduits will require televising by the City of Savannah televising crew. In accordance with the City of Savannah Revenue Ordinance, the charge will be \$1.25 per linear foot with a set-up fee in the amount of \$120.00. This fee will be paid to the City of Savannah in addition to those fees as described in the most recent edition of the City of Savannah Revenue ordinance.
7. The fees outlined in the last paragraph on Page 3 of this agreement were paid in full by the Developer via a wire transfer in April 2018. Fee payment was in the amount of \$485,875.00 for water & wastewater fees and \$1,449.55 for Sanitary Sewer Fee totaling \$487,324.55.

IT IS FURTHER AGREED that the Developer shall render the City harmless for any claims and damages due to the work associated with the tie-in to existing water and sanitary sewer systems.

IT IS FURTHER AGREED that upon completion of the systems and all related facilities including water and sewage fees fully paid for by the Developer except the sewage treatment and water supply facilities, and the provision of two copies of "as builts" drawings on Chronoflex Mylar, the City will, subject to approval of the City Manager, accept title hereto and assume responsibility for maintenance and operation of those portions located within public easements and/or rights-of-

way. This acceptance shall include all rights, title and interest that the Developer has in the water and sanitary sewer systems serving the said project and also all easements and/or rights-of-way required for the purpose of maintenance thereof.

IT IS FURTHER AGREED that the Developer will provide to the City a recordable plat(s) showing all utilities within public easements and/or rights-of-way to be owned and maintained by the City. This document shall be provided prior to construction. Should installation deviate from the original recordable plat, the Developer will provide to the City a revised recordable plat showing all utilities in public easements and/or rights-of-way. Should the Developer fail to provide the revised plat, the City will not release the project nor will a Certificate of Occupancy or water meter be issued.

IT IS FURTHER AGREED that as development proceeds under the terms of this agreement, and prior to occupancy, there will be a sanitary sewer tap-in fee paid to the City for each residential or equivalent residential unit, and there shall be a separate water meter installed and a water tap-in fee and a water meter installation fee paid for each residential or equivalent residential unit based on those fees in effect at the time of the water and/or sewer connection, or as provided in the Revenue Ordinance.

IT IS FURTHER AGREED that the Developer, or its approved assigns, shall pay to the City a proportionate share of the capital cost for expanding the wastewater treatment and/or transport facilities and of meeting discharge requirements as established by the Georgia Environmental Protection Division. The cost per residential or equivalent residential unit will be \$600 for water, \$400 for sewer, \$600 for reclaimed water, and \$1270 for the Georgetown Plant (\$700 for the plant improvements and \$570 for Gateway), or as provided for in the Revenue Ordinance at the time of the connection, whichever is greater. These connection fees will be paid by the Developer to the City Treasurer as each customer connects to the sewage system and shall be in addition to the water and sewer tap-in fees. Water meters will not be installed until all fees, including the connection fees, are paid.

IT IS FURTHER AGREED that this agreement between the City, Owner, and Developer may not be transferred or assigned in whole or in part without prior approval of the City being endorsed thereon, and that any violation of this limitation shall terminate the City's obligation and forfeit the Developer's rights thereunder.

IT IS FURTHER AGREED that all provision of law now or thereafter in effect relating to water and sewer service by the City of Savannah shall be applicable to this agreement.

IT IS FURTHER AGREED that this agreement shall finally terminate five (5) years after date of execution, after which the City shall not be liable for any further obligation thereunder. On this basis, this agreement shall expire _____, 20____.

IN WITNESS WHEREOF, the Developer has executed these presents under seal, and the City has caused these presents to be executed by its proper officer its seal, affixed, this ____ day of _____, 2____.

THE MAYOR AND ALDERMEN
OF THE CITY OF SAVANNAH

EXECUTED IN THE PRESENCE OF:

WITNESS

BY:

CITY MANAGER


NOTARY PUBLIC
Chatham County, Georgia

ATTEST:

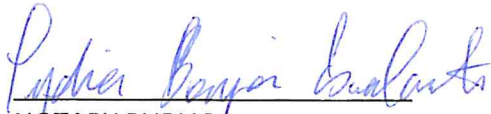
CLERK OF COUNCIL

(SEAL)

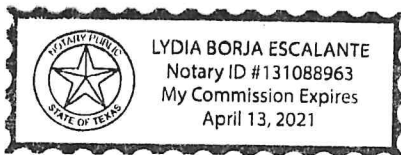
EXECUTED IN THE PRESENCE OF:



Witness



NOTARY PUBLIC



Waters at Gateway, LP

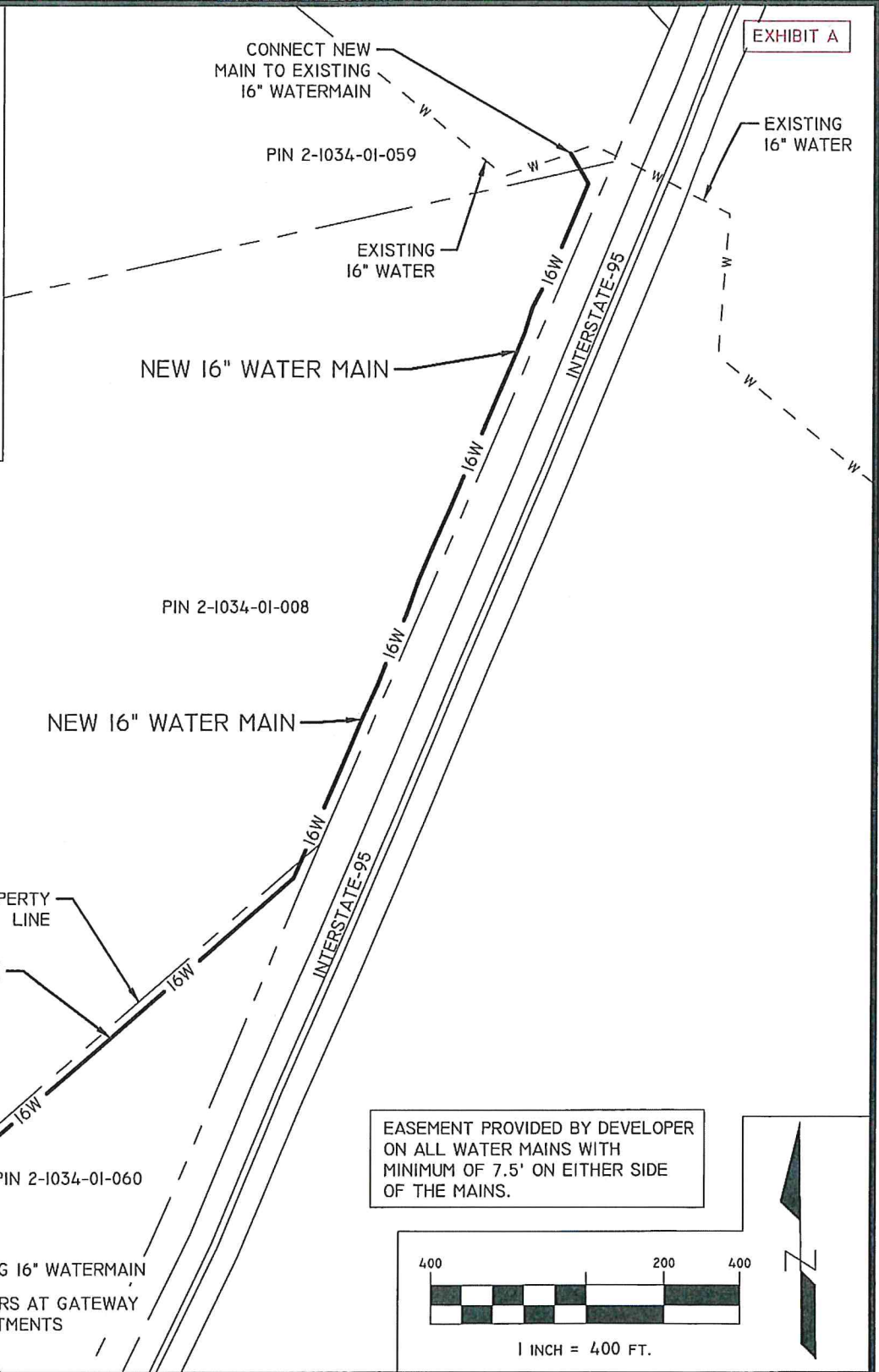
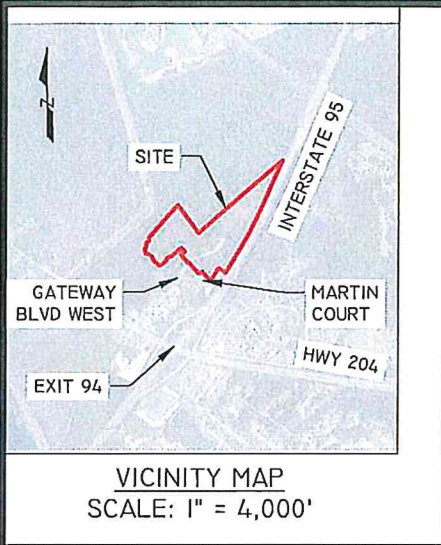
By: Waters at Gateway GP, LLC,
Its: General Partner

By: Atlantic Housing Foundation, Inc.,
Its: Manager

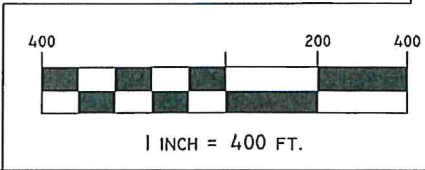
By: 

Michael Nguyen
Its: President

ATTEST: 



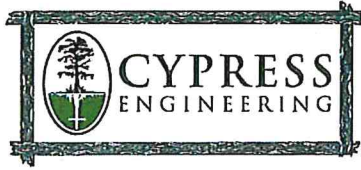
EASEMENT PROVIDED BY DEVELOPER ON ALL WATER MAINS WITH MINIMUM OF 7.5' ON EITHER SIDE OF THE MAINS.



LEGEND	
	PROPERTY LINE
	NEW WATER LINE 16W

EXHIBIT A
OFFSITE WATER EXHIBIT

DATE:	3/22/2019
CYP PROJ #:	16012
PROJECT NAME:	WATERS AT GATEWAY
LOCATION:	SAVANNAH, GA
CLIENT:	ARMADA DEVELOPMENT
DRAWN:	JCT



CYPRESS ENGINEERING
100 SOUTH MAIN STREET
SUITE L
SUMMERVILLE, SC 29483
PHONE: 843-225-5151
WWW.CYPRESSENG.COM

2:00/11/19/19/00 - 31/11/19/19/00 - 31/11/19/19/00 - 31/11/19/19/00

EXHIBIT B

Waters at Gateway Offsite 16" Water Line
Reimbursement Cost for Upsizing the Water Main

16" Main				
Item	Unit	Quantity	Unit Cost	Total
Mobilization	LS	1	\$2,500.00	\$2,500.00
Layout	LS	1	\$1,250.00	\$1,250.00
Clearing & Grading / Design of Right Away	LS	1	\$25,500.00	\$25,500.00
Grassing by Seeding and Hay Mulch	AC	2	\$2,350.00	\$4,700.00
16" PVC C900	LF	3745	\$70.00	\$262,150.00
18" PVC C900 Storm Pipe Crossing	LS	1	\$7,800.00	\$7,800.00
Fire Hydrant w/ 6" Valve in box	EA	3	\$6,900.00	\$20,700.00
16" Air Release Valve in Manhole	EA	3	\$4,925.00	\$14,775.00
16" Valve in Manhole	EA	2	\$8,750.00	\$17,500.00
Water Sampling Station	EA	3	\$1,550.00	\$4,650.00
16" x 16" Tee w/ Sleeve	EA	1	\$2,950.00	\$2,950.00
16" x 16" Tapping Sleeve w/16" Valve in MH	EA	1	\$25,500.00	\$25,500.00
Tap & Connect 16" and Testing	EA	1	\$10,500.00	\$10,500.00
General Conditions	LS	1	\$10,000.00	\$10,000.00
16" Water Line Extension				\$410,475.00
Overhead			2.00%	\$8,209.50
Fee			5.00%	20934.225
Bond			2.00%	\$8,792.37
Total Cost for 16" Water Line				\$448,411.10

8" Main				
Item	Unit	Quantity	Unit Cost	Total
Mobilization	LS	1	2500	\$2,500.00
Layout	LS	1	1250	\$1,250.00
Clearing & Grading / Design of Right Away	LS	1	25500	\$25,500.00
Grassing by Seeding and Hay Mulch	AC	2	2350	\$4,700.00
8" PVC C900	LF	3745	40	\$149,800.00
18" PVC C900 Storm Pipe Crossing	LS	1	2750	\$2,750.00
Fire Hydrant w/ 6" Valve in box	EA	3	4550	\$13,650.00
8" Air Release Valve in Manhole	EA	3	3750	\$11,250.00
8" Valve in Manhole	EA	2	3725	\$7,450.00
Water Sampling Station	EA	3	1550	\$4,650.00
8" x 8" Tee w/ Sleeve	EA	1	2100	\$2,100.00
8" x 8" Tapping Sleeve w/16" Valve in MH	EA	1	15550	\$15,550.00
Tap & Connect 16" and Testing	EA	1	7800	\$7,800.00
General Conditions	LS	1	10000	\$10,000.00
16" Water Line Extension				\$258,950.00
Overhead			2.00%	\$5,179.00
Fee			5.00%	\$13,206.45
Bond			2.00%	\$5,546.71
Total Cost for 8" Water Line				\$282,882.16

Total Cost for 16" Water Line \$448,411.10

Total Cost for 8" Water Line -\$282,882.16

Water Line Upsizing Cost **\$165,528.94**

City's Reimbursement