

SAVANNAH, CHATHAM COUNTY, GEORGIA

WHEREAS, Sweetwater Developers of Georgia, LLC hereinafter referred to as the DEVELOPER, the developer of Sweetwater Station Phases 8, 10 & 11 located within the **GEORGETOWN SERVICE AREA**, consisting of 81 residential or equivalent residential units as shown on the attached drawing entitled Exhibit A - Water & Sewer Agreement Exhibit for Sweetwater Station Phases 8, 10 & 11 prepared by Coleman Company, Inc. and dated 01/03/2023, Scale 1" = 150', 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 line, 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, thrust blocks, 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 facility and the water supply facility.

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 177 LF of 16" steel casing and 8" ductile iron carrier pipe, 35-tons of bore pit stone, and associated equipment and labor cost shown on the attached Exhibit B. The steel casing and ductile iron pipe will be located under the CSX Railroad right-of-way and is a portion of the water main extension to serve Sweetwater Station from an existing water main on White Hawthorne Drive. Developer shall also be reimbursed for 245 linear feet of 8" PVC pipe (material only) necessary to connect to the existing main on White Hawthorne as shown on Exhibit B. Reimbursement shall also include 4-days of CSX flagging fees.
2. The City shall be the permittee for the permit required with CSX Railroad and shall reimburse the developer for the cost of the CSX permitting review, license, and insurance fees associated with the CSX crossing.
3. Two construction estimates have been provided and are attached as Exhibit C. The low estimate being provided by Preferred Site Construction. Based on the PSC estimate and the invoiced CSX fees, total reimbursement by the City shall not exceed \$124,614.49. Any amount in excess of \$124,614.49 shall be paid by the Developer.
4. The contractor's estimated price for construction of item 1, attached as Exhibit C, includes estimated quantities. Cost overruns shall be borne by the developer.
5. The developer shall provide the City with a 15' wide utility easements on the developer's site to operate and maintain the water mains as shown on Exhibit A. The adjacent residential lots to the north and south of this easement shall not be developed until the proposed water main has been accepted by the City.
6. The completion of improvements shown on Exhibit B are contingent upon the material availability, installation, and flagging operation of CSX Railroad at time of delivery and installation. Certificates of Occupancy for Phases 10 and 11 shall not be issued until the proposed water main has been accepted by the City.
7. Upon receipt of contractor's final request for payment and affidavit of payment, the City shall reimburse the developer for the incurred fees and construction costs as indicated in item 3.
8. 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.

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 sanitary sewers.

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

capital cost for expanding the capacity of the wastewater treatment facilities and of meeting discharge requirements as established by the Georgia Environmental Protection Division. The total cost will be \$400 for water and \$1560, (\$290, Sweetwater, \$700 Georgetown Plant improvements and \$570 for Gateway) for sewer, per residential or equivalent residential unit, or as provided for in the Revenue Ordinance, whichever is greater. These additional 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 sewer tap-in fee. Water meters will not be installed until all fees, including the additional connection fees, are paid.

IT IS FURTHER AGREED that this agreement between the City and the 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 provisions of law now or hereafter 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 \_\_\_\_\_, 2028.

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 \_\_\_\_\_, 2023.

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

EXECUTED IN THE PRESENCE OF:

[Signature]  
WITNESS

Sweetwater Developers of Georgia, LLC

BY: \_\_\_\_\_  
Jack Wardlaw, III  
Vice President/Secretary

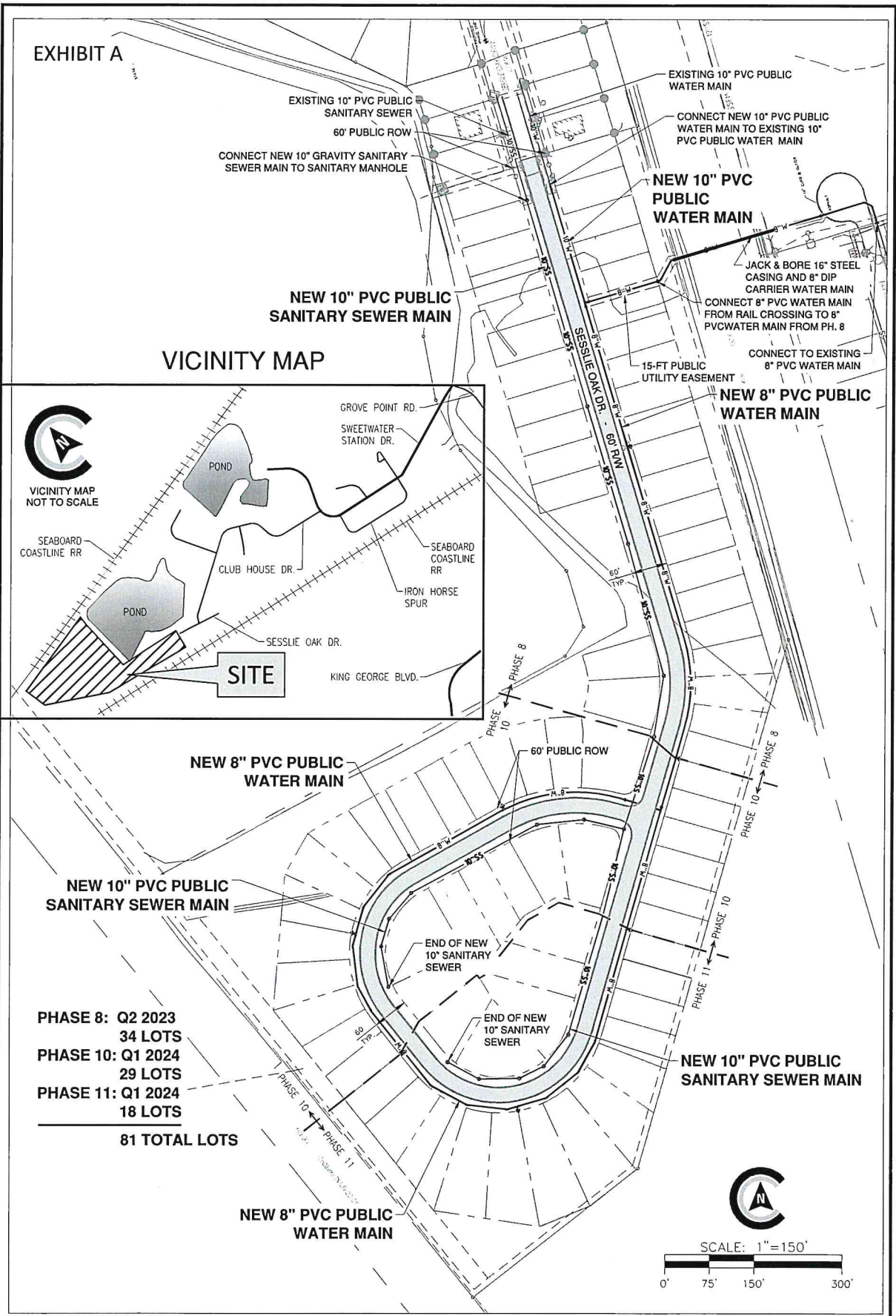
[Signature]  
NOTARY PUBLIC

ATTEST: \_\_\_\_\_  
Jerry C. Wardlaw  
President/Treasure  
(SEAL, If Incorporated)

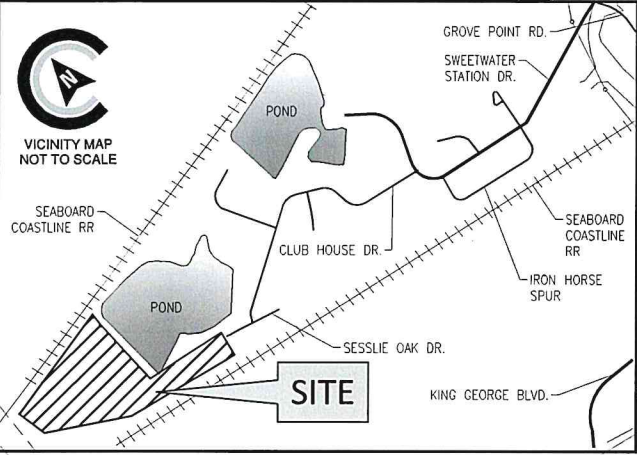




**EXHIBIT A**



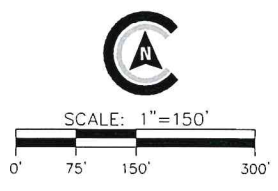
**VICINITY MAP**



- PHASE 8: Q2 2023**  
34 LOTS
- PHASE 10: Q1 2024**  
29 LOTS
- PHASE 11: Q1 2024**  
18 LOTS

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- 81 TOTAL LOTS**



DATE PLOTTED: 1/20/2023 3:23 PM BY: HMC: Madsen DRAWING PATH: C:\2023\11-344-000\Civil\Technical Package\CS\WWS Agreement\Support\11-344 SWEETWATER PHS 8, 10, 11 - WWS AGREEMENT EXHIBIT.dwg

JOB NUMBER:	21-344
DATE:	01/03/2023
DRAWN BY:	CLJ
CHECKED BY:	NPM
SCALE:	AS NOTED
SHEET:	1/1

**EXHIBIT A - WATER & SEWER AGREEMENT EXHIBIT**  
**FOR SWEETWATER STATION PHASES 8, 10 & 11**  
 LOCATED IN: SAVANNAH, GA  
 CHATHAM COUNTY





EXHIBIT C

Preferred Site Construction, LLC  
 9521 Hwy 301 South  
 Statesboro, GA 30458  
 Phone: (912) 988-8954  
 Fax: (912) 988-8964



PROJECT: Sweetwater Station - Offsite water  
 CUSTOMER: Landmark 24  
 ENGINEER: Coleman & Company

ESTIMATE  
 1/6/2023

		COST ITEM	UNIT	QUANTITY	COST/ UNIT MATERIAL	COST/ UNIT E&L	TOTAL COST
<b>Offsite Water Distribution System</b>							
		Connect to existing 8" main	LS	1.00	-	4,265.00	4,265.00
		8" MJ valve in MH	EA	1.00	3,700.00	1,200.00	4,900.00
		16" Jack & Bore w/ 281 casing & carrier w gasket	LF	177.00	264.72	252.65	91,575.00
		Fittings	LS	1.00	4,620.00	2,970.00	7,590.00
		8" c-900 PVC	LF	245.00	29.00	23.00	12,740.00
		Bore pit stone	TN	35.00	62.00	24.00	3,010.00
		Test & Chlorinate	LF	600.00	2.35	2.35	2,820.00
		2" blow-off	EA	1.00	650.00	250.00	900.00
					<b>TOTAL BASE JACK AND BORE ONLY</b>		<b>127,800.00</b>
<b>ALTERNATES IF REQUIRED</b>							
		CSX Flagging Operations (This is an estimate only)	DAY	4.00		3,500.00	14,000.00
		8" MJ valve in MH - if no manhole is at end of water line	EA	1.00	3,700.00	1,200.00	4,900.00





Page 1 of 1  
 Account/Contract No. CSX947815  
 Tracking No. 1051585  
 Reference Number Sweetwater - Ph 8, 10 & 11

Invoice Date 01/13/2022

**Customer**

SAVANNAH CITY OF  
 PO BOX 1027  
 SAVANNAH, GA 31402-0000

Please submit a copy of this statement with payment submission to the "Remit To" address shown below.

**Fees-At-A-Glance**

Amount Due in U.S. dollars 8925.0

**Fees Summary**

Review Fee	\$1,950.00
Railroad Protective Liability (Only if RPL is not provided)	\$1,875.00
Expedited Review Fee	
License Fee	\$5,100.00
Sales Tax*	
Money on File	
<b>Total Current Fees in U.S. dollars</b>	<b>8925.0</b>

\*Florida Sales tax applies to the license fee

CSX Federal ID No.  
 CSX Canadian ID No.  
 CSX Quebec ID No.

54-6000720  
 105203095 RC 0001  
 1022434469 IC 0001

**Please remit payment to:**

**Legal Address:**  
 500 Water Street, J180  
 Jacksonville, FL 32202  
 Questions? Contact:

**CSX Transportation, Inc.**

**Mailing Address:**  
 500 Water Street, J180  
 Jacksonville, FL 32202  
 DEANNA\_PAXON@CSX.COM  
 904-359-3145



1410 US Hwy. 80 Bloomingdale, GA. 31302  
(912) 754-3948

Project: Sweetwater Off-Site  
Attn: L24  
Re: Offsite Water

ITEM NO.	*** EROSION CONTROL ***	QTY	UNITS	UNIT PRICE	BID PRICE
1	Non sensitive silt fence (NS)	1600	LF	\$ 3.00	\$ 4,800.00
2	Grassing and general cleanup	1	LS	\$ 3,200.00	\$ 3,200.00
Sub Total					\$ 8,000.00

ITEM NO.	*** CLEARING AND DEMO ***	QTY	UNITS	UNIT PRICE	BID PRICE
1	Saw cut and remove existing curbs and asphalt	1	LS	\$ 10,500.00	\$ 10,500.00
Sub Total					\$ 10,500.00

ITEM NO.	*** GRADING ***	QTY	UNITS	UNIT PRICE	BID PRICE
1	Grading allowance	1	LS	\$ 22,500.00	\$ 22,500.00
Sub Total					\$ 22,500.00

ITEM NO.	*** CONCRETE AND PAVING ***	QTY	UNITS	UNIT PRICE	BID PRICE
1	18" curb and gutter	95	LF	\$ 22.00	\$ 2,090.00
2	Asphalt patch	160	SY	\$ 75.00	\$ 12,000.00
Sub Total					\$ 14,090.00

ITEM NO.	*** OFFSITE WATER DISTRIBUTION SYSTEM ***	QTY	UNITS	UNIT PRICE	BID PRICE
1	16" Jack and Bore w Steel Casing & gaskets	177	LF	\$ 400.00	\$ 70,800.00
2	8" DIP	177	LF	\$ 160.00	\$ 28,320.00
3	Fittings	1	LS	\$ 8,500.00	\$ 8,500.00
4	Connections to existing main	1	LS	\$ 6,450.00	\$ 6,450.00
5	8" PVC	420	LF	\$ 55.00	\$ 23,100.00
5	8" GVMH	1	EA	\$ 5,550.00	\$ 5,550.00
6	Blow off	1	EA	\$ 1,250.00	\$ 1,250.00
7	Testing and Chlorinate	1	LS	\$ 3,250.00	\$ 3,250.00
8	Stone bedding	50	TN	\$ 78.00	\$ 3,900.00
Sub Total					\$ 151,120.00

**Notes/Exclusions:**

- Price good for 15 days. We are experiencing weekly price increases on PVC pipe. All material increases will be passed on to owner.
- NO geo fabric or grid included for sub-grade stabilization in concrete slab/paving areas
- NO erosion control measures included other than what is quoted
- Silt fence maintenance does not include negligence or damage by other trades
- All compaction and materials testing to be supplied and paid for by others
- NO weekly or monthly NPDES monitoring included
- NO undercutting of unsuitable soils included. ALL onsite soils are assumed to be suitable for structural fill
- NO permits, monies or fees included
- Water meters, if required, are to be supplied by others
- Any required cleaning or sweeping of new asphalt due to other trades negligence will be an additional cost
- Relocating of any existing utilities will be paid for by others
- As-Builts will be an extra cost if required
- NO landscaping included
- NO dewatering or well pointing included
- Staking price only includes the items needed for HARCO's scope
- NO railroad fees of any kind are included.
- NO concrete work included.

*** EROSION CONTROL ***	\$ 8,000.00
*** CLEARING AND GRUBBING ***	\$ 10,500.00
*** GRADING ***	\$ 22,500.00
*** CONCRETE AND PAVING ***	\$ 14,090.00
*** WATER DISTRIBUTION SYSTEM ***	\$ 151,120.00

Grand Total Base Bid \$ 206,210.00