

MINUTES

The regularly scheduled meeting of the Pooler City Council was held on April 6, 2020 via teleconference. Mayor Rebecca Benton called the meeting to order at 2:30 p.m. Mayor did roll call. Present were Councilwoman Shannon Black, Councilman Aaron Higgins, Councilman Tom Hutcherson, Councilman Stevie Wall, Councilman John Michael Wilcher and Councilwoman Karen Williams. City Manager Robbie Byrd, Finance Officer Chris Lightle and City Attorney Steve Scheer were also present.

The invocation and the Pledge of Allegiance was led by Mayor Rebecca Benton.

Councilman Higgins made a motion to approve the minutes of the regular meeting for March 16, 2020. Motion was seconded by Councilman Hutcherson, with no opposition. Mayor Benton tabled the executive session until the next meeting.

Under **NEW BUSINESS** the following was discussed:

A. Change Order for Collins Street Parking Lot Expansion

Mr. Byrd presented the item to council. Councilman Wall made a motion to approve the change order. Motion was seconded by Councilwoman Williams and passed without opposition.

B. Appoint New City Clerk

Mayor Benton requested the appointment of the new city clerk. Councilman Hutcherson made a motion to appoint Mahendra Mahabir as the new city clerk. Motion was seconded by Councilman Higgins and passed without opposition. Councilman Higgins thanked everyone who applied and interviewed and noted his excitement to work with the new clerk. The new clerk's start date is 4/7/2020.

There being no further business to discuss, Councilman Wall made a motion to adjourn at approximately 2:37 p.m. Motion was seconded by Councilman Wilcher and passed without opposition.

Rebecca Benton, Mayor

The foregoing minutes are true and correct and approved by me on this _____ day of _____, 2020.

Attest:

Shannon Kirby, Interim City Clerk

AGENDA ITEM -New Business #1

Date: April 20, 2020

Subject: Acceptance of a Performance & Maintenance Bond/Final Plat for Harmony, Phase 5

Background & Discussion: Travis Burke with Coleman Company, representing Harmony Partners, LLC, presented the plat to P & Z on April 8, 2019.

1. Site consists of 11.685 acres
2. The property is zoned PUD.
3. The subdivision will create 33 lots.
4. All roads are intended to be dedicated to the City.

Planning and Zoning Recommendation: P & Z recommends approval of the final plat, contingent upon the easement to the lift station being increased from 15' to 25'.

Staff Recommendation: The correction requested by P&Z was made. Therefore, staff recommends approval based on the following:

1. Provide a maintenance bond in the amount of \$537,692.63 (see attached) for all completed and inspected infrastructure.
2. Provide a performance bond in the amount of \$619,128.00 (see attached) for the Lift Station that has not been completed or inspected. The developer has to provide electrical power to the lift station as it currently doesn't have power.
3. Provide an easement for Georgia Power to connect electrical service to the Lift Station.
4. Provide an agreement (see attached) that the developer will not ask or receive Certificates of Occupancy for any homes built in this phase until the Lift Station has been completed, inspected, and the City has received a deed and maintenance bond.
5. The bonds and all agreements being approved by the City Attorney.

Georgia Power Company
John Wilson
111 Stockyard Road
Bin 73111
Statesboro, GA 30458



March 20, 2020

Cole Chenoweth
Harmony Partners, LLC
2702 Whatley Avenue
Savannah, GA 31404

RE: Electric Service Availability
Harmony, Phase 5
Melody Drive, Pooler, GA

Dear Cole:

This letter is to confirm that Georgia Power Company has available capacity and will supply electric service to the location referenced above. Details of the type of service, voltage characteristics, and location of facilities are in accordance with standard procedures and policies.

If you have any questions or need additional information, please call me at 404-670-6984. We look forward to working with you on this project and appreciate your business.

Regards,

A handwritten signature in black ink, appearing to read "John Wilson".

John Wilson
Key Account Manager

CC: Jimmy Brown



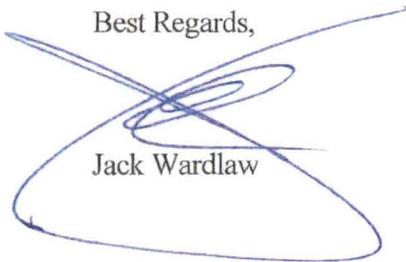
Letter to the City of Pooler:

Temporary Suspension of Request for Certificate of Occupancy for Harmony Development

Landmark 24 Homes, LLC shall not request a Certificate of Occupancy for the construction of a structure within the newly constructed Phase V of the Harmony Development in Pooler, GA until those certain requirements by the City of Pooler are satisfied with direct respect to the operational abilities of the utilities constructed within Phase V of Harmony. This letter is a request and requirement from the City of Pooler to place the Harmony Phase V Plat on the City Council Agenda for approval.

All other requirements by the City of Pooler for approval of the Harmony Phase V Plat such as but not limited to bonds, inspections and letters of service shall be separate from this letter and discussed between the Developer, City, and Engineers involved.

Best Regards,



Jack Wardlaw

Manager

Landmark 24 Homes

3/30/2020

Bond No.: 60183117

Principal Amount: \$619,128.00

PERFORMANCE BOND

Project: Harmony Phase V

City of Pooler Permit No.: (if applicable) _____

Project Location: Pooler, GA

KNOW ALL MEN BY THESE PRESENTS:

That Preferred Site Construction, LLC, registered business address of 9521 Hwy 301 South, Statesboro GA 30458; as Principal, hereinafter called "PRINCIPAL," and The Guarantee Company of North America USA as Surety, hereinafter called the "SURETY," registered business address of One Towne Square, Suite 1470, Southfield, MI 48076 - 3725, a Surety insurer, chartered and existing under the laws of the State of MI, and authorized to do business in the State of Georgia, are held and firmly bound unto City of Pooler, Georgia, a political subdivision of the State of Georgia, by and through its Mayor and Aldermanic Board, 100 SW Highway 80, Pooler, Georgia 31322, (912) 748-7261, herein called the "OBLIGEE," in the penal sum of Six Hundred Nineteen Thousand One Hundred Twenty Eight and 00/100 Dollars (\$ 619,128.00), lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, Principal has agreed to construct in Pooler, Georgia, the following improvements: Harmony Phase V. Said improvements shall be constructed in accordance with all applicable federal, state, and local rules, regulations, laws, etc. including without limitation the Code of Ordinances for the City of Pooler, Georgia.

NOW THEREFORE, until this obligations hereunder cease as outlined herein:

1. This bond shall not automatically expire, but in the sole discretion of Obligee, if the said Principal shall construct, or have constructed, the improvements herein described, and shall save the Obligee harmless from any loss, cost or damage by reason of its failure to complete said work, then this obligation shall be null and void, otherwise to remain in full force and effect.
2. The Surety, upon receipt of written notice from the Obligee indicating any non-performance or default by Principal, will complete the improvements or pay to the Obligee such amount up to the Principal Amount of this bond which will allow the Obligee to complete the improvements.
3. In the event any non-performance or default is not cured within ten (10) days following the date of the written notice being received by Surety, Obligee may proceed to have the work completed. Upon completion, Obligee shall present a written statement of costs to Surety for any work completed pursuant to the terms herein. The Surety shall provide payment in full of the amount shown on the statement of costs to Obligee within three (3) business days of receipt of the statement of costs, up to the Principal Amount of this bond. The Surety shall pay all costs and expenses, including reasonable attorney fees incurred by Obligee in enforcing the terms of this bond.

The principal amount of this Bond may be reduced in accordance with the Code of Ordinances for the City of Pooler, upon express written approval by the Obligee.

IN WITNESS WHEREOF, Contractor and Surety do hereby duly execute this Bond No.: 60183117, this 7th day of April, 2020.

(SEAL)
ATTEST:

Benjamin Parker
WITNESS AS TO CONTRACTOR
Marlie McEowan
WITNESS AS TO CONTRACTOR

CONTRACTOR

[Signature]
CONTRACTOR - Signature
MATT R. HILTON
(Print Name)

By: MEMBER
Title

(SEAL)
ATTEST:

Mari Mares
WITNESS AS TO SURETY
Carolyn Smith
WITNESS AS TO SURETY

COMPANY NAME

The Guarantee Company of North America USA
SURETY (Print Company Name)

One Towne Square, Suite 1470, Southfield, MI 48076 - 3725
Business Address

By: [Signature]
Authorized Signature

Christy Lackey, Attorney In Fact
(Print Name)

OR

(SEAL)
ATTEST:

WITNESS AS TO AGENT

WITNESS AS TO AGENT

SURETY'S AGENT

By: _____
As Attorney in Fact (Attached Power)

(Print Name)

Agent's License Number

Agent's Name



The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

NOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Frederick Mitchell, Christy Lackey, Carolyn F. Smith
PointeNorth Insurance Group, LLC

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 1st day of March, 2018.

THE GUARANTEE COMPANY OF NORTH AMERICA USA



STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 1st day of March, 2018 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2024
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 7th day of April, 2020

Randall Musselman, Secretary



Rating Search:

Search

Print

PDF

Help

[Advanced Search](#)

The Guarantee Company of North America USA

AMB #: 011083 NAIC #: 36650 FEIN #: 382907623

Domiciliary Address

One Towne Square Suite 1470
Southfield, Michigan 48076-3725
[United States](#)

Web: www.gcna.com/usa

Phone: 248-281-0281

Fax: 248-750-0436

AM Best Rating Unit: [AMB #: 066563 - Guarantee Company of North America](#)

Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.



[View additional news, reports and products for this company.](#)

Based on AM Best's analysis, [051160 - Intact Financial Corporation](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

Financial Strength Rating [View Definition](#)

Rating: A u (Excellent)
Affiliation Code: g (Group)
Financial Size Category: IX (\$250 Million to \$500 Million)
Implication: Positive
Action: Under Review
Effective Date: August 16, 2019
Initial Rating Date: June 19, 1995

[Long-Term Issuer Credit Rating View Definition](#)

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.
Senior Financial Analyst: Gordon McLean
Director: Raymond Thomson, CPCU, ARe, ARM
Note: See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.

Disclosure Information

Disclosure Information Form
[View AM Best's Rating Disclosure Form](#)

Long-Term: a u
Implication: Positive
Action: Under Review
Effective Date: August 16, 2019
Initial Rating Date: October 22, 2007

Press Release

[AM Best Places Credit Ratings of The Guarantee Company of North America and Subsidiary Under Review with Positive Implications](#)
 August 16, 2019

u Denotes Under Review Best's Rating

Rating History

AM Best has provided ratings & analysis on this company since 1995.

Financial Strength Rating

Effective Date	Rating
8/16/2019	A u
12/18/2018	A
12/22/2017	A
10/28/2016	A
6/5/2015	A

Long-Term Issuer Credit Rating

Effective Date	Rating
8/16/2019	a u
12/18/2018	a
12/22/2017	a
10/28/2016	a
6/5/2015	a

Best's Credit & Financial Reports

- 
Best's Credit Report - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: 066563 - [Guarantee Company of North America](#).
- 
Best's Credit Report - Archive - reports which were released prior to the current Best's Credit Report.
- 
Best's Financial Report - financial data included in Best's Financial Report reflects the most current data available to AM Best, including updated financial exhibits and additional company information, and is available to subscribers of Best's Insurance Reports.

View additional [news](#), [reports](#) and [products](#) for this company.

Press Releases

<u>Date</u> ▼	<u>Title</u>
Aug 16, 2019	AM Best Places Credit Ratings of The Guarantee Company of North America and Subsidiary Under Review with Positive Implications
Oct 28, 2016	A.M. Best Revises Outlooks to Stable for The Guarantee Company of North America and The Guarantee Company of North America USA
Jun 05, 2015	A.M. Best Affirms Ratings of The Guarantee Company of North America; Revises Outlook to Negative
Dec 09, 2009	A.M. Best Upgrades Ratings of The Guarantee Company of North America USA
Jan 10, 2005	A.M. Best Affirms Ratings of Guarantee Company of North America and Its U.S. Subsidiary
Nov 13, 2003	A.M. Best Affirms Ratings of Guarantee Company of North America; and its Two U.S. Subsidiaries

Find a Best's Credit Rating

Enter a company name

Go

[Advanced Search](#)

How to Get a
Best's Credit Rating



Best's Credit Ratings
Mobile App



European Union Disclosures

A.M. Best - Europe Rating Services Limited (AMBERS), a subsidiary of A.M. Best Rating Services, Inc., is an External Credit Assessment Institution (ECAI) in the European Union (EU). Therefore, Credit Ratings issued and endorsed by AMBERS may be used for regulatory purposes in the EU as per Directive 2006/48/EC. A.M. Best (EU) Rating Services B.V. (AMB-EU), a subsidiary of A.M. Best Rating Services, Inc., is an External Credit Assessment (ECAI) in the EU. Therefore, credit ratings issued and endorsed by AMB-EU may be used for regulatory purposes in the EU as per Directive 2006/48/EC.

Australian Disclosures

A.M. Best Asia-Pacific Limited (AMBAP), Australian Registered Body Number (ARBN No.150375287), is a limited liability company incorporated and domiciled in Hong Kong. AMBAP is a wholesale Australian Financial Services (AFS) Licence holder (AFS No. 411055) under the Corporations Act 2001. Credit ratings emanating from AMBAP are not intended for and must not be distributed to any person in Australia other than a wholesale client as defined in Chapter 7 of the Corporations Act. AMBAP does not authorize its Credit Ratings to be disseminated by a third-party in a manner that could reasonably be regarded as being intended to influence a retail client in making a decision in relation to a particular product or class of financial product. AMBAP Credit Ratings are intended for wholesale clients only, as defined.

Credit Ratings determined and disseminated by AMBAP are the opinion of AMBAP only and not any specific credit analyst. AMBAP Credit Ratings are statements of opinion and not statements of fact. They are not recommendations to buy, hold or sell any securities or any other form of financial product, including insurance policies and are not a recommendation to be used to make investment /purchasing decisions.

Important Notice: AM Best's Credit Ratings are independent and objective opinions, not statements of fact. A.M. Best is not an Investment Advisor, does not offer investment advice of any kind, nor does the company or its Ratings Analysts offer any form of structuring or financial advice. A.M. Best's credit opinions are not recommendations to buy, sell or hold securities, or to make any

other investment decisions. For additional information regarding the use and limitations of credit rating opinions, as well as the rating process, information requirements and other rating related terms and definitions, please view [Guide to Best's Credit Ratings](#).

[About Us](#) | [Careers](#) | [Contact](#) | [Events](#) | [Offices](#) | [Press Releases](#) | [Social Media](#) | [Legal & Licensing](#) | [Privacy](#) | [Security](#) | [Site Map](#)
| [Terms of Use](#)

[Regulatory Affairs](#) - [Form NRSRO](#) - [Code of Conduct](#) - [Rating Methodology](#) - [Historical Performance Data](#)

Copyright © 2020 A.M. Best Company, Inc. and/or its affiliates ALL RIGHTS RESERVED.



INTEGRATED
Science &
Engineering

emailed
to engineer
4/1/2020

March 30, 2020

VIA EMAIL

Ms. Kimberly Classen
Planning & Zoning Department
CITY OF POOLER
100 Southwest Highway 80
Pooler, Georgia 31322

Re: **Utility Performance Bond**
Harmony Phase V

Dear Ms. Classen:

We have reviewed the Performance Bond Calculations furnished by Coleman Company, specifically the Schedule of Values and unit costs for the required Bond.

For the **Utility Performance Bond**, the City maintained infrastructure consists of the sanitary sewer lift station, force main and related erosion control measures. Based on the calculations provided, the cost of City maintained infrastructure is \$412,752.00, thus a 150% Performance Bond amount of \$619,128.00 is confirmed.

We appreciate the opportunity to assist the City of Pooler with this review, and remain available at any time to offer additional assistance with this project during construction or project closeout. If you have any questions or comments, or require any additional information, please feel free to contact the undersigned.
Sincerely,

INTEGRATED SCIENCE & ENGINEERING, INC.

L.H. (Dan) Davis, Jr., PE / Principal



March 2, 2020

City of Pooler
100 SW Highway 80
Pooler Georgia, 31322

Attn: Ms. Kim Classen

**Re: Performance Bond
Harmony Subdivision, Phase-V
Pooler, Georgia
CCI Proj. No. : 16-291.000**

Dear Ms. Classen:

Enclosed, please find the Utility Performance Bond Calculation for the above referenced project. The various infrastructure components that comprise the City of Pooler maintained infrastructure were used to determine the Utility Performance Bond Cost. The City maintained infrastructure consists of the public roadway, water distribution, and sanitary sewer collection systems. The respective infrastructure components and their unit costs are listed on the attached spreadsheets. Based on the attached information the calculated utility warranty bond amounts are as follows:

Performance Bond:

Cost of Infrastructure:	\$ 412,752.00
150% Performance Bond:	\$ 619,128.00

Please review the attached calculations and if you have any questions or comments, please call me at 200-3041.

Regards,

Coleman Company, Inc.

Neil McKenzie, P.E.
Residential Group Leader

Coleman Company, Inc.

PERFORMANCE BOND CALCULATIONS

HARMONY PH.V (16-291.00)

SECTION I - Erosion Control

Item No.	Description	Quantity	Units	Unit Price	Cost
I-1	Permanent Grassing	10	AC	\$1,250.00	\$12,500.00
Subtotal:					\$12,500

SECTION II - Sanitary Sewer

Item No.	Description	Quantity	Units	Unit Price	Cost
II-1	Lift Station Complete	1	EA	\$389,500.00	\$389,500.00
II-2	4" PVC DR 25 Force Main	1,344	LF	\$8.00	\$10,752.00
Subtotal:					\$400,252

EROSION CONTROL SUBTOTAL:	
SANITARY SEWER SUBTOTAL:	

12,500.00
400,252.00

TOTAL INFRASTRUCTURE COST:	
PERFORMANCE BOND 150% OF INFRASTRUCTURE COST:	

412,752.00
619,128.00

Bond No.: 60183116

Principal Amount: \$ 537,692.63

MAINTENANCE AND WARRANTY BOND

Project: Harmony Phase V-33 Lots

City of Pooler Permit No.: (if applicable) _____

Project Location: Pooler, GA

KNOW ALL MEN BY THESE PRESENTS:

That Preferred Site Construction, LLC, registered business address of 9521 Hwy 301 South, Statesboro GA 30458; as Principal, hereinafter called "**CONTRACTOR,**" and The Guarantee Company of North America USA as Surety, hereinafter called the "**SURETY,**" registered business address of One Towne Square, Suite 1470, Southfield, MI 48076 - 3725, a Surety insurer, chartered and existing under the laws of the State of MI, and authorized to do business in the State of Georgia, are held and firmly bound unto the City of Pooler, Georgia, a political subdivision of the State of Georgia, by and through its Mayor and Aldermanic Board, 100 SW Highway 80, Pooler, Georgia 31322, (912) 748-7261, herein called the "**OBLIGEE,**" in the sum of Five Hundred Thirty Seven Thousand Six Hundred Ninety Two & 63/100 Dollars (**\$ 537,692.63**) lawful money of the United States of America, for the payment of which sum truly to be made to Obligee, Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, Contractor has constructed various public improvements, detailed as: Harmony Phase V-33 Lots in accordance with the General Conditions, Drawings, Specifications, Plans, etc. on file for the Project defined above and herein. Contractor constructed the improvements in accordance with all applicable Ordinances of the City of Pooler, in addition to any other applicable local, state, or federal code, regulation, guideline, conditions, etc.

NOW THEREFORE for a period of 24 months, commencing on the date of acceptance of this Bond by Obligee:

1. The Contractor shall promptly and faithfully protect Obligee against any defects in the Project resulting from faulty materials, workmanship, design, or any other cause (excluding acts of nature);
2. In the event defects are found and identified, Obligee shall promptly notify Contractor in writing, stating the defect or defects to be remedied;
3. The Contractor shall initiate repairs within thirty (30) days of notice from Obligee and completes repairs within a reasonable time;
4. Upon completion of repairing the defect(s), Contractor shall submit a written request for a final inspection of the repairs to Obligee;

5. Contractor shall pay all costs and expenses incurred for, or incidental to, compliance with the requirements of this Bond, the Code of Ordinances for the City of Pooler, and any other applicable local, state, or federal code, regulation, guideline, conditions, etc.;

6. Should Contractor fail to begin work within thirty (30) days of written notice from Oblige, Oblige shall then notify Surety in writing of the defect(s) who may, within thirty (30) days from the date of notice from Oblige,

- a. elect to take action as it deems necessary to insure performance of the Contractor's obligations herein, or
- b. submit a written request to Oblige seeking to repair the defect(s) as if it were Contractor in accordance with the terms and obligations herein, such request may be approved by Oblige in its discretion;

7. If repairs of any defect(s) are not commenced after expiration of the thirty (30) day period afforded to Surety in accordance with paragraph 6 above, Oblige may elect to repair the defect(s), and Contractor and Surety, jointly and severally, shall pay all expenses and costs of any kind incurred by Oblige, together with any damages direct or consequential Oblige may sustain as a result of the defect(s) or the failure to timely repair the defect(s); and

8. Oblige shall have the right to contract for repair of any defect(s) not timely repaired, with any repairs being awarded in accordance with all applicable local, state, and federal laws. Contractor and Surety, jointly and severally, shall become immediately liable to Oblige for any amount owed under such contract.

This Bond shall automatically renew unless released by Oblige in accordance with the Code of Ordinances for the City of Pooler, at which time the rights and obligations created herein shall be void. Otherwise, it remains in full force and effect.

The principal amount of this Bond may be reduced in accordance with the Code of Ordinances for the City of Pooler, upon express written approval by the Oblige.

Subject to any right or reservation set forth herein, Surety shall assume and perform any and all obligations of the Contractor upon the Contractor's failure or refusal to fulfill its obligations under this Bond.

IT IS FURTHER understood that should Oblige be required to institute legal proceedings in order to collect any funds under this Bond, venue shall be exclusively in the Superior Court of Chatham County, Georgia, and Contractor shall be responsible for any and all attorney's fees and court costs incurred by Oblige, together with interest from the date of default, at the rate permitted by The Official Code of Georgia, Title 7, Chapter 12, Article 1, Section 12 (O.C.G.A. § 7-4-12) or any amendments thereto.

[SPACE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Contractor and Surety do hereby duly execute this Bond No.:

60183116, this 7th day of April, 2020.

(SEAL)

CONTRACTOR

ATTEST:

Benjamin Pahn

WITNESS AS TO CONTRACTOR

Marlie McEowan

WITNESS AS TO CONTRACTOR

Matt R. Hilton

CONTRACTOR - Signature

MATT R. HILTON

(Print Name)

By: MEMBER

Title

(SEAL)

COMPANY NAME

ATTEST:

Thain Mays

WITNESS AS TO SURETY

Carolyn J Smith

WITNESS AS TO SURETY

Preferred Site Construction, LLC

SURETY (Print Company Name)

9521 Hwy 301 South, Statesboro GA 30458

Business Address

By: Christy Lackey
Authorized Signature

Christy Lackey
(Print Name) Attorney In Fact

OR

(SEAL)

SURETY'S AGENT

ATTEST:

WITNESS AS TO AGENT

By: _____
As Attorney in Fact (Attached Power)

WITNESS AS TO AGENT

(Print Name)

Agent's License Number

Agent's Name



The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

NOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Frederick Mitchell, Christy Lackey, Carolyn F. Smith
PointeNorth Insurance Group, LLC

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 1st day of March, 2018.



THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 1st day of March, 2018 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2024
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 7th day of April, 2020

Randall Musselman, Secretary



Rating Search:

Search

Print

PDF

Help

[Advanced Search](#)

The Guarantee Company of North America USA

AMB #: 011083 NAIC #: 36650 FEIN #: 382907623

Domiciliary Address

One Towne Square Suite 1470
Southfield, Michigan 48076-3725
[United States](#)

Web: www.gcna.com/usa

Phone: 248-281-0281

Fax: 248-750-0436

AM Best Rating Unit: [AMB #: 066563 - Guarantee Company of North America](#)

Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.



[View additional news, reports and products for this company.](#)

Based on AM Best's analysis, [051160 - Intact Financial Corporation](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

Financial Strength Rating [View Definition](#)

Rating: A u (Excellent)
Affiliation Code: g (Group)
Financial Size: IX (\$250 Million to \$500 Million)
Category: Million
Implication: Positive
Action: Under Review
Effective Date: August 16, 2019
Initial Rating Date: June 19, 1995

[Long-Term Issuer Credit Rating View Definition](#)

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.
Senior Financial Analyst: Gordon McLean
Director: Raymond Thomson, CPCU, ARc, ARM
Note: See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.

Disclosure Information

Disclosure Information Form
[View AM Best's Rating Disclosure Form](#)

Long-Term: a u
Implication: Positive
Action: Under Review
Effective Date: August 16, 2019
Initial Rating Date: October 22, 2007

Press Release

AM Best Places Credit Ratings of The
 Guarantee Company of North America and
 Subsidiary Under Review with Positive
 Implications
 August 16, 2019

u Denotes Under Review Best's Rating

Rating History

AM Best has provided ratings & analysis on this company since 1995.

Financial Strength Rating

Effective Date	Rating
8/16/2019	A u
12/18/2018	A
12/22/2017	A
10/28/2016	A
6/5/2015	A

Long-Term Issuer Credit Rating

Effective Date	Rating
8/16/2019	a u
12/18/2018	a
12/22/2017	a
10/28/2016	a
6/5/2015	a

Best's Credit & Financial Reports

- 
Best's Credit Report - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: 066563 - Guarantee Company of North America.
- 
Best's Credit Report - Archive - reports which were released prior to the current Best's Credit Report.
- 
Best's Financial Report - financial data included in Best's Financial Report reflects the most current data available to AM Best, including updated financial exhibits and additional company information, and is available to subscribers of Best's Insurance Reports.

View additional [news](#), [reports](#) and [products](#) for this company.

Press Releases

<u>Date</u> ▾	<u>Title</u>
Aug 16, 2019	AM Best Places Credit Ratings of The Guarantee Company of North America and Subsidiary Under Review with Positive Implications
Oct 28, 2016	A.M. Best Revises Outlooks to Stable for The Guarantee Company of North America and The Guarantee Company of North America USA
Jun 05, 2015	A.M. Best Affirms Ratings of The Guarantee Company of North America; Revises Outlook to Negative
Dec 09, 2009	A.M. Best Upgrades Ratings of The Guarantee Company of North America USA
Jan 10, 2005	A.M. Best Affirms Ratings of Guarantee Company of North America and Its U.S. Subsidiary
Nov 13, 2003	A.M. Best Affirms Ratings of Guarantee Company of North America; and its Two U.S. Subsidiaries

Find a Best's Credit Rating

Enter a Company Name

Go

[Advanced Search](#)

How to Get a
Best's Credit Rating



Best's Credit Ratings
Mobile App



European Union Disclosures

A.M. Best - Europe Rating Services Limited (AMBERS), a subsidiary of A.M. Best Rating Services, Inc., is an External Credit Assessment Institution (ECAI) in the European Union (EU). Therefore, Credit Ratings issued and endorsed by AMBERS may be used for regulatory purposes in the EU as per Directive 2006/48/EC. A.M. Best (EU) Rating Services B.V. (AMB-EU), a subsidiary of A.M. Best Rating Services, Inc., is an External Credit Assessment (ECAI) in the EU. Therefore, credit ratings issued and endorsed by AMB-EU may be used for regulatory purposes in the EU as per Directive 2006/48/EC.

Australian Disclosures

A.M. Best Asia-Pacific Limited (AMBAP), Australian Registered Body Number (ARBN No.150375287), is a limited liability company incorporated and domiciled in Hong Kong. AMBAP is a wholesale Australian Financial Services (AFS) Licence holder (AFS No. 411055) under the Corporations Act 2001. Credit ratings emanating from AMBAP are not intended for and must not be distributed to any person in Australia other than a wholesale client as defined in Chapter 7 of the Corporations Act. AMBAP does not authorize its Credit Ratings to be disseminated by a third-party in a manner that could reasonably be regarded as being intended to influence a retail client in making a decision in relation to a particular product or class of financial product. AMBAP Credit Ratings are intended for wholesale clients only, as defined.

Credit Ratings determined and disseminated by AMBAP are the opinion of AMBAP only and not any specific credit analyst. AMBAP Credit Ratings are statements of opinion and not statements of fact. They are not recommendations to buy, hold or sell any securities or any other form of financial product, including insurance policies and are not a recommendation to be used to make investment /purchasing decisions.

Important Notice: AM Best's Credit Ratings are independent and objective opinions, not statements of fact. A.M. Best is not an Investment Advisor, does not offer investment advice of any kind, nor does the company or its Ratings Analysts offer any form of structuring or financial advice. A.M. Best's credit opinions are not recommendations to buy, sell or hold securities, or to make any

other investment decisions. For additional information regarding the use and limitations of credit rating opinions, as well as the rating process, information requirements and other rating related terms and definitions, please view [Guide to Best's Credit Ratings](#).

[About Us](#) | [Careers](#) | [Contact](#) | [Events](#) | [Offices](#) | [Press Releases](#) | [Social Media](#) | [Legal & Licensing](#) | [Privacy](#) | [Security](#) | [Site Map](#)
| [Terms of Use](#)

[Regulatory Affairs](#) - [Form NRSRO](#) - [Code of Conduct](#) - [Rating Methodology](#) - [Historical Performance Data](#)

Copyright © 2020 A.M. Best Company, Inc. and/or its affiliates ALL RIGHTS RESERVED.



April 2, 2019

VIA EMAIL

Ms. Kimberly Classen
Planning & Zoning Department
CITY OF POOLER
100 Southwest Highway 80
Pooler, Georgia 31322

Re: **Warranty Bond**
Harmony Phase V

Dear Ms. Classen:

We have reviewed the Warranty Bond Calculations furnished by Coleman Company, specifically the Schedule of Values and unit costs for the required Bond.

For the Warranty Bond, the City maintained infrastructure consists of work within the public roadway (pavement, curb and gutter, sidewalk, etc.), water distribution, and sanitary sewer collection systems, and drainage systems. Based on the calculations provided, the cost of City maintained infrastructure is \$1,075,385.25 thus a 50% Warranty Bond amount of \$537,692.63 is confirmed.

We appreciate the opportunity to assist the City of Pooler with this review, and remain available at any time to offer additional assistance with this project during construction or project closeout. If you have any questions or comments, or require any additional information, please feel free to contact the undersigned.

Sincerely,

INTEGRATED SCIENCE & ENGINEERING, INC.

L.H. (Dan) Davis, Jr., PE / Principal



April 2, 2019

City of Pooler
100 SW Highway 80
Pooler Georgia, 31322

Attn: Ms. Kim Classen

**Re: Warranty Bond Calculation
Harmony, Phase-V
Pooler, Georgia
CCI Proj. No. : 16-291.000**

Dear Ms. Classen:

Enclosed, please find the Utility Warranty Bond Calculation for the above referenced project. The various infrastructure components that comprise the City of Pooler maintained infrastructure were used to determine the Utility Warranty Bond Cost. The City maintained infrastructure consists of the public roadway, storm drainage system, water distribution, and sanitary sewer collection systems. The respective infrastructure components and their unit costs are listed on the attached spreadsheets. Based on the attached information the calculated utility warranty bond amounts are as follows:

Utility Warranty Bond:

Cost of City Maintained Infrastructure:	\$ 1,075,385.25
50% Utility Warranty Bond:	\$ 537,692.63

Please review the attached calculations and if you have any questions or comments, please call me at 200-3041.

Regards,

Coleman Company, Inc.

Travis G. Burke, P.E.

Coleman Company, Inc.
WARRANTY BOND CALCULATIONS
HARMONY PH.V (16-291.00)

SECTION I - Erosion Control

Item No.	Description	Quantity	Units	Unit Price	Cost
I-1	Silt Fence-Type A-Behind Curb	2800	LF	\$2.20	\$6,160.00
I-2	Curb Inlet sediment Traps	11	EA	\$200.00	\$2,200.00
I-3	Rip Rap	45	SY	\$85.00	\$3,825.00
I-4	Permanent Grassing	10	AC	\$1,250.00	\$12,500.00
I-5	Pond Skimmer	1	LS	\$4,500.00	\$4,500.00
Subtotal:					\$29,185

SECTION II - Paving and Concrete Work

Item No.	Description	Quantity	Units	Unit Price	Cost
II-1	8" Graded Aggregate Base	3450	SY	\$18.70	\$64,515.00
II-2	1.5" Asphalt Topping	3450	SY	\$9.05	\$31,222.50
II-3	18" Rollover Curb and Gutter	2625	LF	\$9.50	\$24,937.50
II-4	4" GAB - turnarounds and road to lift station	1875	SY	\$10.75	\$20,156.25
II-5	Pavement Markings	1	LS	\$1,200.00	\$1,200.00
Subtotal:					\$142,031.25

SECTION III - Sanitary Sewer

Item No.	Description	Quantity	Units	Unit Price	Cost
III-1	8" PVC (6-8)	109	LF	\$19.00	\$2,071.00
III-2	8" DIP (8-10)	149	LF	\$20.00	\$2,980.00
III-3	8" PVC (10-12)	757	LF	\$22.00	\$16,654.00
III-4	8" PVC (14-16)	602	LF	\$25.00	\$15,050.00
III-5	8" DIP (14-16)	21	LF	\$84.00	\$1,764.00
III-6	Standard Manholes (8-10)	4	EA	\$3,660.00	\$14,640.00
III-7	Standard Manholes (12-14)	4	EA	\$4,700.00	\$18,800.00
III-8	Standard Manholes (14-16)	1	EA	\$5,150.00	\$5,150.00
III-9	Standard Manholes (16-18)	1	EA	\$9,130.00	\$9,130.00
III-10	Drop Manhole (12-14)	1	EA	\$9,350.00	\$9,350.00
III-11	8"x 4" PVC Service Connection	24	EA	\$125.00	\$3,000.00
III-12	4" PVC Sewer Lateral	1,365	LF	\$17.00	\$23,205.00
III-13	Lift Station Complete	1	EA	\$389,500.00	\$389,500.00
III-14	Connect Force Main to Existing MH with ID	1	EA	\$10,675.00	\$10,675.00
III-15	4" PVC DR 25 Force Main	1,344	LF	\$8.00	\$10,752.00
III-16	4" DIP Storm Crossing	1	EA	\$3,265.00	\$3,265.00
III-17	Fittings	1	LS	\$7,210.00	\$7,210.00
III-18	Estimated Stone for Bedding	400	TN	\$48.00	\$19,200.00
III-19	Select Fill	700	CY	\$17.00	\$11,900.00
III-20	Dewatering	1380	LF	\$12.00	\$16,560.00
III-21	Testing includes TV Testing	1	LS	\$5,600.00	\$5,600.00
Subtotal:					\$596,456

Coleman Company, Inc.
WARRANTY BOND CALCULATIONS
HARMONY PH.V (16-291.00)

SECTION IV- Stormwater Drainage System

Item No.	Description	Quantity	Units	Unit Price	Cost
IV-1	18" RCP (0-6)	43	LF	\$35.00	1,505.00
IV-2	18" RCP (6-8)	97	LF	\$36.00	3,492.00
IV-3	24" RCP (0-6)	50	LF	\$45.00	2,250.00
IV-4	24" RCP (6-8)	398	LF	\$46.00	18,308.00
IV-5	30" RCP (6-8)	55	LF	\$63.00	3,465.00
IV-6	30" RCP (8-10)	163	LF	\$65.00	10,595.00
IV-7	36" RCP (6-8)	209	LF	\$81.00	16,929.00
IV-8	42" RCP (8-10)	136	LF	\$100.00	13,600.00
IV-9	48" RCP (8-10)	257	LF	\$130.00	33,410.00
IV-10	Storm Manhole (6-8) Large	1	EA	\$3,625.00	3,625.00
IV-11	Type B Curb Inlet (0-6)Small	4	EA	\$2,865.00	11,460.00
IV-12	Type B Curb Inlet (0-6)Large	3	EA	\$3,340.00	10,020.00
IV-13	Type B Curb Inlet (8-10) Small	1	EA	\$3,875.00	3,875.00
IV-14	Type C Curb Inlet (0-6) Small	1	EA	\$3,650.00	3,650.00
IV-15	Type C Curb Inlet (0-6) Large	1	EA	\$3,820.00	3,820.00
IV-16	Outlet Structure (6-8)	1	EA	\$5,585.00	5,585.00
IV-17	24" FES	1	EA	\$810.00	810.00
IV-18	42" FES	1	EA	\$2,975.00	2,975.00
IV-19	48" FES	1	EA	\$4,130.00	4,130.00
IV-20	6" Underdrain for Curb Inlets	1000	LF	\$22.00	22,000.00
IV-21	Select Fill	500	CY	\$17.00	8,500.00
IV-22	Stone for Bedding	280	TN	\$48.00	13,440.00
Subtotal:					\$197,444.00

SECTION VI- Water Distribution System

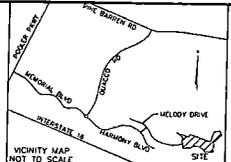
Item No.	Description	Quantity	Units	Unit Price	Cost
VI-1	Connect to Existing 8" with Sleeve Connection	1	EA	\$2,310.00	2,310.00
VI-2	Connect to Existing 8" with 8" x 1" Service Connection	1	EA	\$1,085.00	1,085.00
VI-3	8" PVC Water Main	1242	LF	\$17.00	21,114.00
VI-4	8" Gate Valve In Manhole	8	EA	\$3,650.00	29,200.00
VI-5	Fire Hydrant Assembly	2	EA	\$3,500.00	7,000.00
VI-6	8" DIP Storm/Sewer Crossing	3	EA	\$2,950.00	8,850.00
VI-7	8" x 1" Service Connection	30	EA	\$320.00	9,600.00
VI-8	1" PE Tubing Lateral	1530	LF	\$6.00	9,180.00
VI-9	8" Stub Up at End of Phase	3	EA	\$850.00	2,550.00
VI-10	1" RPZ with Enclosure (Lift Station)	1	EA	\$1,370.00	1,370.00
VI-11	1" Meter in Jumbo Meter Box (Lift Station)	1	EA	\$170.00	170.00
VI-12	Fittings	1	LS	\$7,200.00	7,200.00
VI-13	Temporary Bloff Off	2	EA	\$350.00	700.00
VI-14	Select Fill	320	CY	\$17.00	5,440.00
VI-15	Testing and Chlorination	1	LS	\$4,500.00	4,500.00
Subtotal:					\$110,269.00

EROSION CONTROL SUBTOTAL:
PAVING AND CONCRETE WORK
SANITARY SEWER SUBTOTAL:
STORMWATER DRAINAGE SUBTOTAL:
WATER DISTRIBUTION SUBTOTAL:

29,185.00
142,031.25
596,456.00
197,444.00
110,269.00

TOTAL INFRASTRUCTURE COST:
WARRANTY BOND 50% OF INFRASTRUCTURE COST:

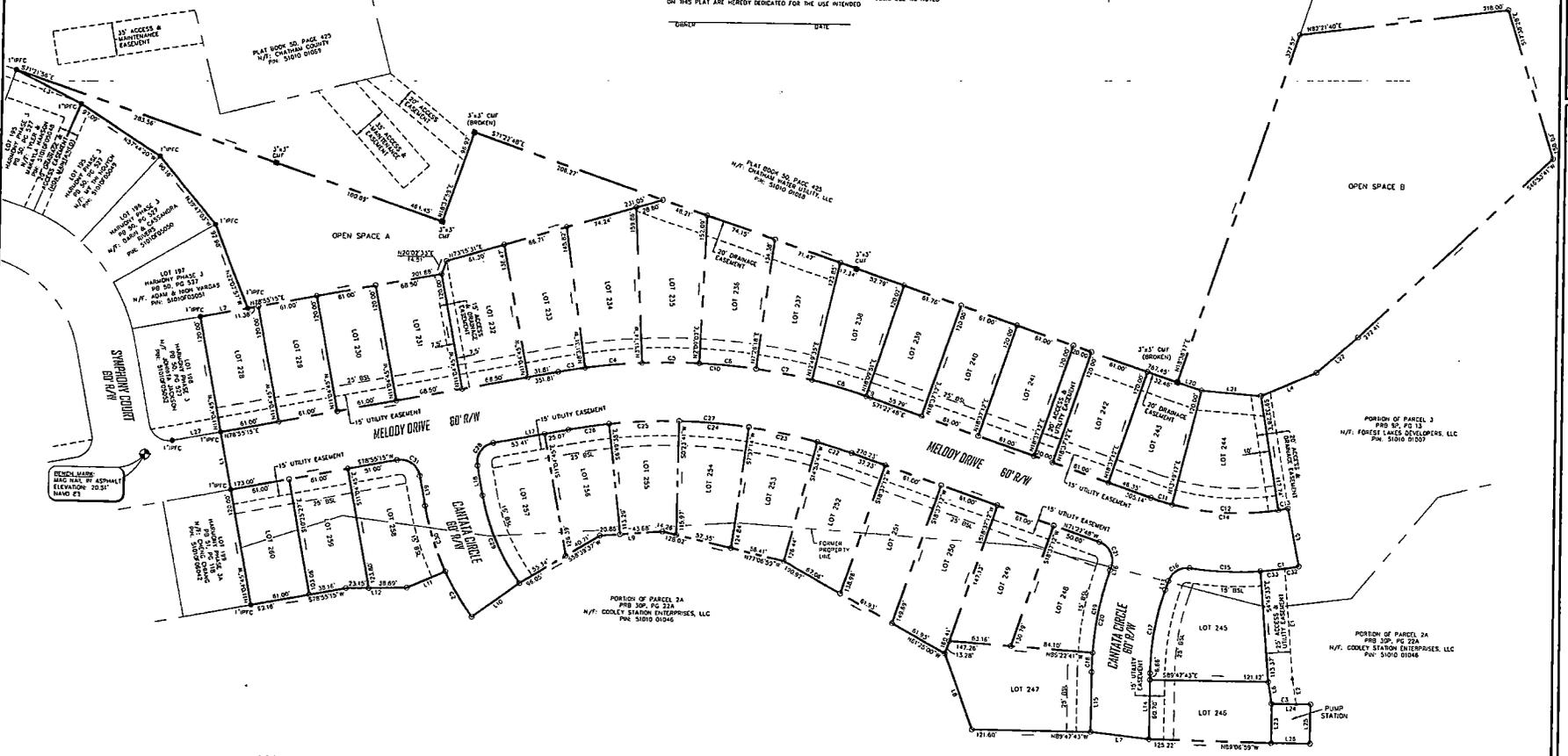
1,075,385.25
537,692.63



- LEGEND**
- BENCH MARK
 - BENCH MARK FOUND WITH CAP (E.S. 1187)
 - CONCRETE MONUMENT FOUND
 - IRON PIPE SET
 - ▭ PLAT RECORD BOOK
 - ▭ SUBDIVISION MAP BOOK
 - ▭ PARCEL IDENTIFICATION NUMBER
 - ▭ BUILDING SETBACK LINE
 - ▭ POINT OF REFERENCE
 - ▭ HOME OWNERS ASSOCIATION
 - ▭ PLAT BOOK

- NOTES:**
1. THIS SUBDIVISION CONTAINS 33 LOTS.
 2. TOTAL AREA: 11.823 ACRES, 510,015 SQUARE FEET.
 3. PARENT PARCEL IDENTIFICATION NUMBER: 5100 01007 & 5100 01018.
 4. THIS PROPERTY IS CURRENTLY ZONED PD-C.
 5. THE HORIZONTAL DATUM OF THIS PLAT IS BASED ON GRID NORTH, GEORGIA STATE PLANE, EAST ZONE, AND 83.
 6. BASED ON MY OBSERVATION THIS PROPERTY IS LOCATED IN ZONE 2, NOT A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA).
 7. FLOOD INSURANCE RATE MAP NUMBER: 130100202E DATED: AUGUST 10, 2018. ASSOCIATION AND SHALL NOT BECOME THE CITY OF POOLERS RESPONSIBILITY.
 8. OPEN SPACES AND THE 20' ACCESS EASEMENT ARE TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION FOR PROPER FUTURE APPLICATION & APPROVAL. SEE ARMY CORPS OF ENGINEERS APPROXIMATE LETTER 88A-2018-0820 DATED AUGUST 10, 2018.
 9. ALL STREETS, RIGHTS-OF-WAY, EASEMENTS, AND ANY SITES FOR PUBLIC USE AS NOTED ON THIS PLAT ARE HEREBY DEDICATED FOR THE USE INTENDED.
 10. THERE SHALL BE ACCESS GRANTED FOR OFFICIAL AND EMERGENCY VEHICLES.
 11. ALL UTILITIES ARE UNDER THE JURISDICTION OF THE CORPS OF ENGINEERS AND/OR STATE OF GEORGIA DEPARTMENT OF NATURAL RESOURCES. LOT OWNERS AND THE DEVELOPER ARE SUBJECT TO FINALITY BY LAW FOR OBTAINING TO THESE PROTECTED AREA APPROXIMATE LETTER 88A-2018-0820 DATED AUGUST 10, 2018.
 12. ALL STREETS, RIGHTS-OF-WAY, EASEMENTS, AND ANY SITES FOR PUBLIC USE AS NOTED ON THIS PLAT ARE HEREBY DEDICATED FOR THE USE INTENDED.

N
 10' CURB
 10' SIDEWALK
 10' PLANTING STRIP



- REFERENCE:**
1. PLAT BOOK 53, PAGE 527.
 2. PLAT BOOK 51, PAGE 118.
 3. PLAT BOOK 35, PAGE 425.
 4. PLAT BOOK 50, PAGE 114.
 5. SUBDIVISION MAP BOOK 145, PAGES 88A-4.
 6. PLAT RECORD BOOK 100, PAGES 23A-D.
 7. PLAT RECORD BOOK 85, PAGE 11.

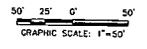
SURVEY DATE: 12/13/2018
 EQUIPMENT USED: ELECTRONIC TOTAL STATION
 ANGLES ERROR PER "A" = 0.3"
 ADJUSTED BY COMPASS RULE
 PLAT ERROR OF CLOSURE: 1/281,160
 FIELD ERROR OF CLOSURE: 1/67,049

THE FOLLOWING GOVERNMENTAL BODIES HAVE APPROVED THIS MAP, PLAT, OR PLAN FOR FILING:
 APPROVED BY THE POOLERS PLANNING AND ZONING COMMISSION:
 CHAIRMAN _____ DATE _____
 APPROVED BY THE MAYOR AND ALDERMAN FOR THE CITY OF POOLERS:
 MAYOR _____ DATE _____
 ALDERMAN _____ DATE _____

SURVEYORS CERTIFICATION

AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 13-6-42, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR APPROVAL AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, OR STATEMENTS ACCORD. SUCH APPROVALS OR APPROVALS SHOULD BE COMPILED WITH THE APPROVALS, GOVERNMENTAL BODIES BY ANY USE OF ANY PARCEL FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 13-6-47.

MARK COLEMAN
 A REG. LAND SURVEYOR AND 2488
 COLEMAN COMPANY, INC.
 CERTIFICATE OF AUTHORIZATION, LST 1167



HARMONY, PHASE 5
 A MAJOR SUBDIVISION OF A PORTION OF PARCEL 3,
 PORTION OF THE FRED WESSELS, JR. ESTATE, PORTION OF PARCEL 2A,
 8TH G.M. DISTRICT, CITY OF POOLERS, CHATHAM COUNTY, GEORGIA
 PREPARED FOR: GODLEY STATION ENTERPRISES, LLC.

JOB NUMBER: 18-261
 DATE: 02/09/20
 DRAWN BY: JPA
 CHECKED BY: JPA
 SCALE: 1" = 50'

MAJOR SUBDIVISION

SHEET 1/2



A RESOLUTION* OF THE CITY COUNCIL OF THE CITY OF POOLER

WHEREAS, many roadside areas within Department of Transportation rights of way must be maintained and attractively landscaped; and

WHEREAS, the CITY COUNCIL of the CITY OF POOLER desire(s) to beautify and improve various rights of way by landscaping within the CITY OF POOLER; and

WHEREAS, the CITY COUNCIL of the CITY OF POOLER desire(s) to authorize the MAYOR to apply for an REBC Grant from the Georgia Department of Transportation, and if awarded, to enter into a Mowing and Maintenance Agreement between THE CITY OF POOLER and the Georgia Department of Transportation.

NOW THEREFORE,
BE IT RESOLVED by the CITY COUNCIL of the CITY OF POOLER

Section 1. The CITY COUNCIL of the CITY OF POOLER hereby authorize(s) the MAYOR to apply for an REBC Grant. Upon award of the grant, the CITY OF POOLER shall enter into a Mowing and Maintenance Agreement between the CITY OF POOLER and the Georgia Department of Transportation.

Section 2. The City/County Clerk of CITY OF POOLER is hereby directed to send copies of this Resolution to the Department of Transportation and all other persons as directed by the CITY COUNCIL.

APPROVED AND ADOPTED by the CITY COUNCIL of the CITY OF POOLER at the regular meeting assembled this 20 day of APRIL, 2020.

ATTEST:

CITY/COUNTY CLERK

(City Seal)

EXECUTIVE OFFICER

APPROVED AS TO FORM:

CITY/COUNTY ATTORNEY

SPONSORED BY: _____ of the _____

* This Resolution is an anticipatory document to allow the local government entity to be aware they will eventually be required to sign a Mowing and Maintenance Agreement for the roadside enhancement site.

THOMAS & HUTTON

50 PARK OF COMMERCE WAY
SAVANNAH, GA 31405 | 912.234.5300
WWW.THOMASANDHUTTON.COM

April 15, 2020

Mr. Robert Byrd
City of Pooler
100 SW Highway 80
Pooler, GA 31322

Re: City of Pooler – Interstate 95 and Highway 80
2020 REBC GDOT Grant Assistance
Pooler, Georgia
25396.1001
Letter Agreement for Services

Dear Robbie,

Pursuant to our conversation on April 13, 2020 you requested Thomas & Hutton perform the following scope changes, which were not included in our original contract:

Assisting the City of Pooler with items required for the checklist of the 2020 REBC grant application. The following scope items are included.

- Project description
- Location Map
- Site Analysis
- Conceptual landscape design of the four corners for redesign of the area under and around the existing magnolias planted at the interchange.
- Cost Estimating
- Drafting of long-term maintenance plan (with feedback from City required)

It is our understanding the Leon Davenport is providing the following scope therefor it is not included in this proposal.

- Coordination with City of Pooler to obtain required Resolution.
- Filling out and submittal of the REBC grant application on the City's behalf.

In order to provide the additional scope of work specified, we request a modification of our contract. Our fee to perform the described scope change is \$4,500.00 – Lump Sum.

If acceptable, please indicate your authorization to proceed with this additional work by signing and initialing where designated below and returning a copy to us for our files. This proposal will be open for acceptance until April 21, 2020, unless changed by us in writing. Please note that no work will be performed without prior written authorization to proceed. This extra

Owner's Initials



Consultant's Initials

work is subject to the terms and conditions of the contract executed for this project dated January 24, 2020.

This proposal between The City of Pooler (Owner), and Thomas & Hutton Engineering Co. ("Consultant"), consisting of the Consulting Services on a Time & Expense Basis Rate Sheet and Exhibit "A," represent the entire understanding between you and us with respect to the scope change. This agreement may only be modified in writing if signed by both of us.

____ Owner's Initials

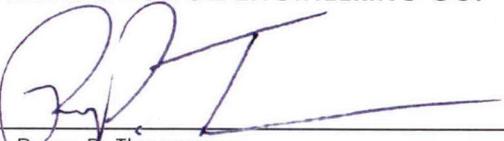
 Consultant's Initials

Mr. Robert Byrd
City of Pooler, Georgia
Letter Agreement for Services
April 15, 2020
Page 3

We appreciate this opportunity to be of service to you on this project. Should you have any questions or need further information, please do not hesitate to call on us.

Very truly yours,

THOMAS & HUTTON ENGINEERING CO.

By 
Ryan P. Thompson
(Principal / Landscape Architecture
Department Manager)

RPT

Enclosures: Exhibit "A"

ACCEPTED: _____, 2020

By _____

TITLE

Owner's Initials

 Consultant's Initials

EXHIBIT "A"

ADDITIONAL SERVICES OF CONSULTANT

If authorized by Owner in writing, Consultant shall furnish or obtain from others Additional Services of the following types that are not considered normal or customary Basic Services.

1. Revising previously fully approved and accepted studies (by regulatory agencies), reports, design documents or Contract Documents when such revisions are due to causes beyond Consultant's control.
2. Furnish the services of special consultant for other than the civil or structural engineering defined in the scope of services. Special services such as mechanical or electrical engineering, geotechnical exploration, underwater investigation, laboratory testing and inspections of samples, materials, and equipment.
3. Preparing to serve or serving as a consultant or witness for Owner in any litigation, public hearing or other legal or administrative proceeding involving the project.
4. Services after completion of the Construction Phase, such as inspections during any equipment, material, or construction guarantee period and reporting observed discrepancies under guarantees called for in any contract for the project.
5. If requested by Owner and agreed to in writing, a Resident Project Representative will be furnished and will act as directed by Consultant in order to assist in observing performance of the work of Contractor(s). Through more extensive on-site observations of the work in progress by the Resident Project Representative, Consultant shall endeavor to provide further protection for the Owner against defects and deficiencies in the work of Contractor(s). However, the furnishing of such representation will not make Consultant responsible for construction means, methods, techniques, sequences, procedures or for safety precautions or programs, or for Contractor(s) failing to perform their work in accordance with the Contract Documents.

 **Owner's Initials**
 **Consultant's Initials**