



**TASK WORK ORDER  
TO  
GENERAL ENGINEERING SERVICES AGREEMENT  
WITH RINDT, INC.**

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**Long-Term Monitoring of Watershed Assessment Area**

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This Work Order is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between RINDT, INC. (the “Engineer”) and the City of Cartersville, Georgia (the “CLIENT”).

For and in consideration of the mutual covenants, promises, and agreements set forth in the General Consulting Services Agreement, the parties hereto do execute this Work Order, which shall be incorporated into and become a part of said General Engineering Services Agreement between the parties dated 18 September 2015.

**BACKGROUND**

RINDT, Inc. (RINDT) sincerely appreciates the opportunity to submit this Task Work Order to the Cartersville Water Department. The services we are proposing herein would be to provide the annual services for the City’s Watershed Protection Plan. The proposal is for RINDT to perform required monitoring and reporting activities to meet annual requirements to maintain permit compliance. Specific activities include: planning and conducting long-term water quality monitoring, habitat and benthic macroinvertebrate assessment, and preparation of the Watershed Protection Plan (WPP) Annual Progress Reports due to Georgia Environmental Protection Division (GA EPD) by June 30th of each year.

**SCOPE OF WORK**

The scope of services will include all services necessary for the long-term monitoring, including both fish and macro assessments, as required by the WPP. Georgia’s EPD preference is to conduct both fish and macro assessments in the same calendar year. A total of four sampling events (three dry and one wet) shall be conducted as well as 2 geometric mean sampling events for E. coli for eight (8) sites during the year 2023. All samples are to be collected per the terms of the WPP. In order to achieve the above, RINDT’s proposed scope of services for the work as it relates to the long-term monitoring is outlined as follows:

- a) Water Quality Assessments (WQ):** Water quality monitoring will be conducted at eight (8) study locations in 2023:
- Site 1 – Upper Pettit Creek at Peeples Valley Road
  - Site 2 – Satterfield Branch at Jones Mill Road

- Site 3 – Nancy Creek at Mission Road **(WPP & IWP)**
- Site 4 – Lower Pettit Creek at Mission Road **(WPP & IWP)**
- Site 5 – Upper Etowah River near Allatoona Dam Road **(WPP & IWP)**
- Site 6 – Ward Creek at Old Alabama Road
- Site 7 – Pyle Creek at Old Alabama Road
- Site 8 – Lower Etowah River near Euharlee Road **(WPP & IWP)**

**1a. Impaired Waters Plan Sampling:** Water quality monitoring will also be conducted for the Impaired Waters Plan, which includes two (2) of the same above sites, plus one additional site:

- Site 9 – Tributary to Pettit Creek **(IWP ONLY)**

**2. Habitat and Biological Assessment:**

- a) Fish Assessments:** Fish Assessments: Fish sampling will be conducted at designated study sites using the GDNR’s Wildlife Resources Division's most current protocol for sampling. Fish sampling will occur from approximately April– October.
- b) Macroinvertebrates Assessments:** Habitat and macroinvertebrate assessments will be conducted at the necessary study sites under the GAEPD's most current SOP Macroinvertebrate Biological Assessment of Wadeable Streams in Georgia. Sampling will occur from October through February.
- c) Fish and Macroinvertebrate assessments will be conducted at four (4) sites:**
  - Site 1 Upper Pettit Creek at Peoples Valley Rd
  - Site 3 Nancy Creek at Mission Rd
  - Site 4 Lower Pettit Creek at Mission Rd
  - Site 6 Ward Creek at Old Alabama Rd

**3. Annual Report:** Submitted to EPD each June 30<sup>th</sup> including an annual certification statement documenting that the plan is being implemented as approved; all watershed plan data collected during the previous year in an electronic format developed in coordination with EPD; a progress report that provides a summary of the BMPs that have been implemented and documented water quality improvements, including any necessary changes to the WPP.

**COMPENSATION & INVOICING**

RINDT proposes to complete the work described above on a time and expense basis. Based on the above scope of work and assumptions, RINDT estimates the cost of the proposed services will be approximately **\$59,500.00**. Cost itemizations are shown on the following page.

Task	Cost Estimate
<b>Annual Tasks (Fees shown per year)</b>	
1 – Water Quality Assessments*	\$35,000.00
2 – Habitat and Biological Assessments	\$16,000.00
3 – Annual Report	\$8,500.00
<b>Annual Tasks Total</b>	<b>\$59,500.00</b>

\*For all sites in WPP and IWP

Invoicing will occur monthly and will contain a description of the services provided.

**EXCLUSIONS**

If the City chooses to self-perform some of the monitoring for example, if the City chooses to conduct the lab testing using the City’s available lab, then the costs of the work will be adjusted accordingly.

The above cost is for work performed during years that have the assessments included. In the year that no assessments are required, the costs of the work will be adjusted accordingly.

RINDT can provide many other services that may be beneficial to you; essentially all of the excluded services. Please contact us if you have any questions or needs that we have not anticipated.

The following tasks are excluded from the scope of work for this contract:

- Project funding assistance
- BMP implementation, coordination, and/or measurement
- Public meetings
- Modifications due to new/changed regulations after the date of this proposal
- Surveyor services, inventory mapping, outfall mapping, etc.

**SCHEDULE**

The project tasks will begin immediately upon our notice to proceed. We anticipate the following Project Schedule:

- A. Draft Report Submittal –March 30, 2024
- B. Final Report Submittal – April 30, 2024

**ACCEPTANCE**

Thank you for your review of this Task Work Order proposal. Our Standard Contract Conditions (Attachments B&C) are attached to this proposal and will be a part of our contract. We welcome the opportunity to discuss this project further with the City of Cartersville. If you have any questions concerning this proposal or would like to discuss this matter in greater detail, please call. We look forward to working together.

Sincerely,  
**RINDT, INC.**



Meg Mbugua, PE  
Department Manager

**LONG-TERM MONITORING OF WATERSHED ASSESSMENT AREA TASK ORDER ACCEPTED:**

**City of Cartersville**

**WITNESS:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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**ATTACHMENT A**  
**RATE SCHEDULE - RINDT-MCDUFF ASSOCIATES, INC.**

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Admin/Clerical I	\$55.00
Admin/Clerical II	\$65.00
Environmental Specialist I	\$70.00
Environmental Specialist II	\$80.00
Environmental Specialist III	\$90.00
Environmental Specialist IV	\$100.00
Environmental Manager	\$130.00
Construction Inspector I	\$70.00
Construction Inspector II	\$80.00
Construction Inspector III	\$90.00
Construction Inspector IV	\$100.00
CADD Technician I	\$70.00
CADD Technician II	\$80.00
Designer I	\$80.00
Designer II	\$90.00
Designer III	\$100.00
Senior Designer	\$115.00
Engineer I	\$100.00
Engineer II	\$110.00
Engineer III	\$120.00
Engineer IV	\$130.00
Engineer V	\$140.00
Engineer VI	\$150.00
Principal	\$160.00
Senior Principal	\$190.00
<b>Expenses</b>	
Mileage	Current IRS Rates
Per Diem	\$35.00
Other Direct Charge Mark up	15%

Good Through Calendar Year 2015 (modified 8/19/15)

**ATTACHMENT B  
RINDT, INC.**

**STANDARD CONTRACT CONDITIONS**

**TRANSFER OF RIGHTS HEREUNDER**

It is agreed that the Client and RINDT, Inc. (Consultant) each binds itself and themselves, its or their successors, executors, administrators and assigns to the other party to this Agreement and to its or their successors, executors and assigns in respect to all covenants of this Agreement. Neither of the parties hereto shall assign, sublet or transfer its or their interest in this Agreement without prior written consent of the other party hereto.

**CREDIT APPROVAL, STOP WORK AND HOLDING WORK PRODUCT**

Contract contingent upon credit approval. Consultant may "stop work" on Client's project if Consultant's invoices have not been paid within 45 days of the date of issuance. All of Consultant's Work Product may be held by Consultant until Consultant has been paid in full for the Work.

**TERMINATION**

This Agreement may be terminated in whole or part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party; provided, that no such termination may be effected unless the other party is given (a) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (b) an opportunity for consultation with the terminating party prior to termination. If the Client decides to terminate this Agreement, the Client shall reimburse the Consultant for all equipment, devices, and material installed at the Consultants cost plus interest (0.8% per month) since the date of installation.

**REMEDIES**

All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including but not limited to breach thereof, shall be referred to mediation under the then current Construction Industry Mediation Rules of the American Arbitration Association prior to any recourse to arbitration or a judicial forum.

**CONSULTANT'S STANDARD OF CARE**

The consulting services provided on this project will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No additional warranties are provided either express or implied unless agreed to in writing.

**LIMIT OF LIABILITY**

The Client agrees to limit the Consultant's liability on the project, including its agents and employees, due to the Consultant's negligent acts, errors or omissions, such that the total aggregate liability of the Consultant shall not exceed \$50,000 or the Consultant's total fee for services rendered on this project, whichever is less. However, at Client's discretion, the Consultant's limit of liability may be increased to \$1,000,000. The consideration to the Consultant for such increase will be a ten percent (10%) increase in the fee(s) proposed herein. If the Client desires to have the \$1,000,000 limit of liability, along with the increased fees, please initial the box at the end of this paragraph.

**HOLD HARMLESS**

The Client agrees to indemnify and hold harmless the Consultant, its principals, employees and agents against any claims arising out of the project based in whole or in part by the conduct or actions of the Client. The Consultant agrees to indemnify and hold harmless the Client against the negligent acts of the Consultant to the extent provided above. To the extent that the proposed services of the Consultant are for design which does not include construction phase services such as the review or site observation of the contractor's work or performance and the review of shop drawings, then the Client agrees to defend, indemnify and hold harmless the Consultant from any claim or suit whatsoever, including but not limited to all payments, expenses or costs involved, arising from or alleged to have arisen from the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents.

**PAST DUE PAYMENTS**

Payment is due upon the presentation of invoice and is past due thirty (30) days from the invoice date. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, whichever is less, on past due accounts.

**SAFETY**

Should the Consultant provide observations or monitoring services at the job site during construction, Client agrees that, in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and compliance with OSHA regulations.

**EXCLUSIONS**

Specifically excluded from the Consultant's responsibility are the following:

- Actual, alleged or threatened pollution damages; that being damages caused by the release of solids, liquids or gases which cause environmental damages or require cleanup.
- Fines or penalties.
- Consultant's advice on bonds or insurance.
- Damages arising from handling or disposal of asbestos, asbestos containing materials, or hazardous waste in any of its various forms, as defined by the Environmental Protection Agency.
- Project cost estimates.

# ATTACHMENT "C"

## RINDT, INC.

1. **RIGHT OF ENTRY AND RIGHT TO PROCEED:** Owner grants a right of entry from time to time to RINDT, Inc. (RINDT), its agents, staff, consultants, contractors and subcontractors, for the purpose of performing and with the right to perform all acts, studies and research including the making of tests and evaluations pursuant to the services provided hereunder.
2. **DOCUMENT, TITLE, CONFIDENTIALITY:** Owner will furnish or cause to be furnished from time to time as requested by RINDT all such reports, data, studies, plans, specifications, documents and other information deemed necessary by RINDT for performance of the services contemplated hereunder. RINDT may rely upon Owner-provided documents in performing the services contemplated hereunder; however, RINDT assumes no responsibility or liability for the accuracy of such documents. Owner-provided documents will remain the property of Owner. Owner agrees that all documents of any nature furnished by RINDT to Owner or Owner's agents or designees, if not paid for, will be returned upon demand and will not be used by Owner for any purpose whatsoever. Owner further agrees that under no circumstances shall any documents produced by RINDT pursuant to this Agreement be used at any location or for any project not expressly provided for in this Agreement without such consent of RINDT. Owner shall to the maximum extent permitted by law save RINDT harmless from any and all claims arising from such unauthorized reuse. Further, no part of any document delivered by RINDT to Owner shall be reproduced or distributed, whether for advertising or any other purpose, without the prior written consent of RINDT. Any such reproduction or distribution shall be at Owner's sole risk and without liability or legal exposure to RINDT.
3. **SAMPLE HANDLING AND RETENTION:** Generally, test samples or specimens are consumed and/or substantially altered during the conduct of tests and RINDT, at its sole discretion, will dispose (subject to the following) of any remaining residue immediately upon completion of test unless requested in writing by the Owner to store or otherwise handle the samples. (a) **NON HAZARDOUS SAMPLES:** At Owner's written request, RINDT will maintain preservable test samples and specimens or the residue therefrom for thirty (30) days after submission of RINDT's report to Owner free of storage charges. After the initial thirty (30) days and upon written request, RINDT will retain test specimens or samples for a mutually acceptable storage charge and period of time. (b) **HAZARDOUS OR POTENTIALLY HAZARDOUS SAMPLES:** In the event that samples contain substances or constituents hazardous or detrimental to human health, safety or the environment as defined by federal, state or local statutes, regulations, or ordinances ("Hazardous Substances" and "Hazardous Constituents," respectively), RINDT will, after completion of testing and at Owner's expense, (i) return such samples to Owner; (ii) using a manifest signed by Owner as generator, will have such samples transported to a location selected by Owner for final disposal. Owner agrees to pay all costs associated with the storage, transport, and disposal of such samples. Owner recognizes and agrees that RINDT is acting as a bailee and at no time does RINDT assume title of said waste.
4. **HAZARDOUS SUBSTANCES AND CONSTITUENTS:** Owner agrees to promptly notify RINDT of any Hazardous Substances and any special risk to human health, the environment or equipment on the site of which client is or becomes aware. By virtue of entering into this Agreement or of providing services hereunder, RINDT does not assume control of or responsibility for reporting to any federal, state or local public agencies any conditions at the site that may present a potential danger to health, safety, or the environment. Owner agrees to notify the appropriate federal, state or local public agencies as required by law, or otherwise to disclose, in a timely manner, any information that may be necessary to prevent any danger to health, safety, or the environment. In connections with Hazardous Substances and Constituents, Owner agrees to the maximum extent permitted by law to defend, hold harmless and indemnify RINDT from and against any and all claims and liabilities resulting from the following: (a) Owner's violation of any federal, state or local statutes, regulations or ordinances relating to the disposal of Hazardous Substances or Constituents; (b) Owner's undertaking of or arrangement for the handling, removal, treatment, storage, transportation or disposal of Hazardous Substances or Constituents found or identified at the site; and (c) Changed conditions or Hazardous Substances or Constituents introduced at the site by Owner or third persons before or after the completion of services herein.
5. **REPORTING:** By virtue of entering into this Agreement or of providing services hereunder, RINDT does not assume control of or responsibility for federal, state or local public agencies for any conditions at the site that may present a potential danger to health, safety or the environment. RINDT will assist the Client in his efforts to understand and take action on Owner's federal, state or local reporting responsibilities relative to the presence of contamination on Owner's property. RINDT agrees to assist in the preparation of licenses and permits in the name of the Owner for the services provided, and submit such applications to the Owner for review and further action. Owner agrees to notify the appropriate federal, state or local public agencies as required by law, or otherwise to disclose on a timely manner any information that may be necessary to prevent any danger to health, safety or the environment.
6. **CONTAMINATED EQUIPMENT:** All laboratory and field equipment contaminated in performing the services contemplated hereunder which cannot be reasonably decontaminated by RINDT shall become the responsibility of the Owner to decontaminate, or become the property and responsibility of Owner. All such equipment shall be delivered to Owner or disposed of in a manner similar to that indicated for hazardous samples. Owner agrees to pay the fair market value of any such equipment which cannot reasonably be decontaminated.
7. **LIABILITY OF RINDT:** (a) **GENERAL:** Owner recognizes that the use of exploration and test equipment may unavoidably affect, alter or damage the terrain and affect subsurface vegetation, buildings, structures and equipment in, at or upon the site. Owner hereby acknowledges that this is inherent to RINDT's work and will not hold RINDT liable or responsible for any such effect, alteration or damage except that which is a direct result of the negligence of RINDT; (b) **DAMAGE AT SITE:** RINDT will not be liable for any property damage or bodily injury arising from damage to, or interference with surface or subterranean structures (including, without limitation, pipes, tanks, telephone cables, etc.), which are not called to RINDT's attention in writing and correctly shown on the plans furnished by Owner in connection with work performed under this Agreement unless such damage or injury is the direct result of the negligence of RINDT.
8. **UNFORESEEN OCCURRENCES:** If, during the performance of RINDT's services hereunder, any unforeseen Hazardous Substances or Constituents or other unforeseen conditions or occurrences are encountered which, in RINDT's sole judgment, significantly affect the services, the risk involved in providing such services, or the recommended scope of services, RINDT will promptly notify Owner thereof. Subsequent to the notification RINDT may: (a) If practicable, in RINDT's sole judgment, complete the original scope of services; (b) Agree with Owner to modify the scope of services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the services effective on the date specified by RINDT in writing.
9. **RCRA COMPLIANCE:** Nothing contained in this Agreement shall be construed or interpreted as requiring RINDT to assume the status of a generator, storer, treater, transporter or disposal facility within the meaning of any similar federal, state or local regulation or law.
10. **FORCE MAJEURE:** RINDT shall not be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, acts of God, act or omission of subcontractors, carriers, client or other similar causes beyond its control.
11. **ENTIRE AGREEMENT:** Owner agrees that this Agreement is intended by the parties as the final, complete and exclusive expression of the terms and conditions of their Agreement. No course or prior dealings between the parties and no usage of the trade shall be relevant to supplement this Agreement. This Agreement shall supersede all prior written or oral agreements between the parties hereto.
12. **SEVERABILITY:** In the event that any provision herein shall be deemed invalid or unenforceable the other provisions hereof shall remain in full force and effect and binding upon the parties hereto.
13. **SURVIVAL:** All obligations arising prior to the termination of this Agreement allocating responsibility or liability between Owner and consultant shall survive the completion of the services a written instrument signed by both parties.
14. **INTEGRATION:** This Agreement and the documents attached hereto, and which are incorporated herein, constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties.
15. **GOVERNING LAW, JURISDICTION:** The parties agree that all lawsuits or other claims which either of them may bring against the other shall be commenced and maintained only in the federal or state court which sits in the jurisdiction of RINDT's home office.
16. **CAPTIONS:** Title or captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.
17. **COMMON USAGE:** The term Owner as used herein shall refer to the party to the contract who is receiving the services provided thereunder, the Owner of the property or the agent of the property Owner, as appropriate.