

**AMENDMENT NO. 2
AGREEMENT FOR ENGINEERING SERVICES**

WHEREAS, City of Cartersville Public Works (CLIENT) and Consolidated Technologies, Inc., dba CTI Engineers, Inc. (CTI) entered into an Agreement dated December 2, 2021, to perform professional services for the Leake Street and Erwin Street Drainage Improvements (hereinafter referred to as the project); and

WHEREAS, the CLIENT now desires to engage CTI to perform additional services not authorized in the original agreement, said services being required to provide additional construction administration for the project.

NOW, THEREFORE, the CLIENT and CTI do hereby agree as follows:

1. Appendix B – Scope of Services is amended to increase construction contract time from 60 calendar days to 120 calendar days for the project.
2. Appendix C – Duties and Responsibilities of Resident Project Representative shall be included in the original agreement.
3. The Schedule of Fees included with the original agreement shall be amended for the following: Increase compensation for construction administration services from \$6,000 to \$16,000. Compensation for construction administration services shall be amended to be on a cost-plus basis as defined in the original agreement. Include \$56,000 in compensation for RPR services. Compensation for RPR services will be on a cost-plus basis as defined in the original agreement.
4. All other portions of the original Agreement remain in force.

IN WITNESS WHEREOF, both parties have caused this Amendment No. 2 to be executed by their duly authorized representatives.

ACCEPTED BY CLIENT:

ACCEPTED BY CTI:

CITY OF CARTERSVILLE

CONSOLIDATED TECHNOLOGIES, INC.
dba CTI ENGINEERS, INC.

BY _____

BY  _____

NAME _____

NAME Philip R. Schofield, P.E.

TITLE Mayor

TITLE Vice President

DATE _____

DATE 1/16/2024

BY _____

NAME _____

TITLE City Clerk

DATE _____

**APPENDIX C
DUTIES AND RESPONSIBILITIES OF
RESIDENT PROJECT REPRESENTATIVE**

The duties and responsibilities of the RPR are limited to those of CTI in CTI's agreement with the CLIENT and in the construction Contract Documents, and are further limited and described as follows:

1. General

The RPR is CTI's agent at the site, will act as directed by and under the supervision of CTI, and will confer with CTI regarding the RPR's actions. The RPR's dealings in matters pertaining to the on-site work will in general be with CTI and the Contractor, keeping the CLIENT advised as necessary. The RPR's dealings with subcontractors will only be through or with the full knowledge and approval of the Contractor. The RPR will generally communicate with the CLIENT with the knowledge of and under the direction of CTI.

2. Duties and Responsibilities of RPR

- a. *Schedules.* Review the progress schedule, schedule of shop drawing submittals, and schedule of values prepared by the Contractor, and consult with CTI concerning acceptability.
- b. *Conferences and Meetings.* Attend meetings with the Contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.
- c. *Liaison:*
 - (1) Serve as CTI's liaison with the Contractor, working principally through the Contractor's superintendent, and assist in understanding the intent of the Contract Documents; and assist CTI in serving as the CLIENT's liaison with the Contractor when the Contractor's operations affect the CLIENT's on-site operations.
 - (2) Assist in obtaining from the CLIENT additional details or information, when required for proper execution of the work.
- d. *Shop Drawings and Samples:*
 - (1) Record date of receipt of shop drawings and samples.
 - (2) Receive samples which are furnished at the site by the Contractor and notify CTI of availability of samples for examination.
 - (3) Advise CTI and the Contractor of the commencement of any work requiring a shop drawing or sample if the submittal has not been approved by CTI.

- e. *Review of Work, Rejection of Defective Work, Inspections, and Tests:*
- (1) Conduct on-site observations of the work in progress to assist CTI in determining if the work is in general proceeding in accordance with the Contract Documents.
 - (2) Report to CTI whenever the RPR believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise CTI of work that the RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
 - (3) Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the Contractor maintains adequate records thereof; and observe, record, and report to CTI appropriate details relative to the test procedures and start-ups.
 - (4) Accompany visiting inspectors representing public or other agencies having jurisdiction over the project, record the results of these inspections, and report to CTI.
- f. *Interpretation of Contract Documents.* Report to CTI when clarifications and interpretations of the Contract Documents are needed and transmit to the Contractor clarifications and interpretations as issued by CTI.
- g. *Modifications.* Consider and evaluate the Contractor's suggestions for modifications in drawings or specifications and report with the RPR's recommendations to CTI. Transmit to the Contractor decisions as issued by CTI.
- h. *Records:*
- (1) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original Contract Documents, including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, CTI's clarifications and interpretations of the Contract Documents, progress reports, and other project-related documents.
 - (2) Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to CTI.

- (3) Record names, addresses, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials, and equipment.
- i. *Reports:*
- (1) Furnish CTI periodic reports as required of progress of the work and of the Contractor's compliance with the progress schedule and schedule of shop drawing and sample submittals.
 - (2) Consult with CTI in advance of scheduled major tests, inspections, or start of important phases of the work.
 - (3) Draft proposed change orders and work directive changes, obtaining backup material from the Contractor and recommend to CTI change orders, work directive changes, and field orders.
 - (4) Report immediately to CTI and the CLIENT upon the occurrence of any accident.
- j. *Payment Requests.* Review applications for payment with the Contractor for compliance with the established procedure for their submission and forward with recommendations to CTI, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.
- k. *Certificates, Maintenance, and Operation Manuals.* During the course of the work, verify that certificates, maintenance, and operation manuals and other data required to be assembled and furnished by the Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to CTI for review and forwarding to the CLIENT prior to final payment for the work.
- l. *Completion:*
- (1) Before CTI issues a Certificate of Substantial Completion, submit to the Contractor a list of observed items requiring completion or correction.
 - (2) Conduct final inspection in the company of CTI, the CLIENT, and Contractor and prepare a final list of items to be completed or corrected.
 - (3) Observe that all items on the final list have been completed or corrected and make recommendations to CTI concerning acceptance.

3. Limitations of Authority

The RPR:

- a. Will not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by CTI.
- b. Will not exceed limitations of CTI's authority as set forth in the Agreement or the Contract Documents.
- c. Will not undertake any of the responsibilities of the Contractor, subcontractors, or the Contractor's superintendent.
- d. Will not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- e. Will not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the work.
- f. Will not accept shop drawing or sample submittals from anyone other than the Contractor.
- g. Will not authorize the CLIENT to occupy the project in whole or in part.
- h. Will not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by CTI.