

ATTACHMENT 1

TASK ORDER

Task Order No. 1

In accordance with paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated March 31, 2021 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- A. Effective Date of Task Order: April 1, 2021
- B. Owner: City of Cartersville, GA
- C. Engineer: Gresham Smith
- D. Specific Project (title): Flow Metering Data Review
- E. Specific Project (description): Review existing flow monitoring data from City’s 8 meters. Compile findings and recommendations in a concise technical memorandum. Memorandum to include reflection on inflow/infiltration components and bearing on recommendations. Memorandum to highlight additional metering recommendations for capacity evaluation.

2. Services of Engineer

A. The specific services to be provided or furnished by Engineer under this Task Order are: *(Select one of the following 3 options.)*

- set forth in Part 1 – Basic Services of Exhibit A, “Engineer’s Services for Task Order,” modified for this specific Task Order, and attached to and incorporated as part of this Task Order.
- as follows: As described in Paragraph 1 above.
- the services (and related terms and conditions) set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference *(Check all that apply)*:
 - Study and Report Services (Exhibit A, Paragraph A1.01)
 - Preliminary Design Phase (Exhibit A, Paragraph A1.02)
 - Final Design Phase (Exhibit A, Paragraph A1.03)
 - Bidding or Negotiating Services (Exhibit A, Paragraph A1.04)
 - Construction Phase Services (Exhibit A, Paragraph A1.05)
 - including Resident Project Representative (RPR) services**
 - not including Resident Project Representative (RPR) services**
 - Post-Construction Phase Services (Exhibit A, Paragraph A1.06)
 - Commissioning Services (Exhibit A, Paragraph A1.07)

B. Resident Project Representative (RPR) Services – If the scope of services established in Paragraph 2.A above includes RPR services, then Exhibit D of the Agreement or Exhibit D as modified and attached hereto is expressly incorporated in this Task Order by reference.

C. Designing to a Construction Cost limit – Under this Task Order, Engineer will design to a Construction Cost Limit, subject to the terms of Paragraph 5.02 of the Agreement of Exhibit D to the

Agreement. Exhibit D is expressly incorporated by reference. The Construction Cost Limit is \$N/A. The bidding or negotiating contingency to be added to the Construction Cost Limit is N/A percent.

D. Other Services – Engineer shall also provide the following services: N/A

3. **Additional Services** – Additional Services that may be authorized or necessary under this Task Order are (select one of the options):

•set forth as Additional Services in Part 2—Additional Services, of Exhibit A, “Engineer’s Services for Task Order,” modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

as follows: N/A

those services (and related terms and conditions) set forth in Paragraph A2.01 of Exhibit A, as attached to the Agreement referred to above, such paragraph being hereby incorporated by reference.

4. **Owner's Responsibilities**

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B, subject to the following: Provide Gresham Smith with historical flow metering and rainfall data, and with GIS geodatabase files including base map data, sanitary sewer data, and locations of flow meters.

5. **Task Order Schedule** – In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Engineer	Furnish flow monitoring technical memorandum review copies of the Report and other Study and Report Phase deliverables to Owner.	Within 30 days of the Effective Date of the Task Order.
Owner	Submit comments regarding Report and other Study and Report Phase deliverables to Engineer.	Within 14 days of the receipt of Report and other Study and Report Phase deliverables from Engineer.
Engineer	Furnish updated copies of the revised Report and other Study and Report Phase deliverables to Owner.	Within 14 days of the receipt of Owner’s comments regarding the Report and other Study and Report Phase deliverables.
Engineer	Furnish N/A review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within N/A days of Owner’s authorization to proceed with Preliminary Design Phase services.
Owner	Submit comments regarding Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	Within N/A days of the receipt of Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables from Engineer.
Engineer	Furnish N/A copies of the revised Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within N/A days of the receipt of Owner’s comments regarding the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.

Engineer	Furnish N/A copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within N/A days of Owner's authorization to proceed with Final Design Phase services.
Owner	Submit comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Engineer.	Within N/A days of the receipt of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables from Engineer.
Engineer	Furnish N/A copies of the revised final Drawings and Specifications, assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within N/A days of the receipt of Owner's comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables

5. Payments to Engineer: The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C. Owner shall pay Engineer for services rendered as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services (Part 1 of Exhibit A)	\$16,000	Lump Sum
a. Study and Report Phase (A1.01)	\$ N/A	N/A
b. Preliminary and Final Design Phase (A1.02, A1.03)	\$N/A	N/A
c. Bidding or Negotiating Phase (A1.04)	\$N/A	N/A
d. Construction Phase (A1.05)*	\$N/A	N/A
e. Resident Project Representative Services* (A1.05.A.2).	\$N/A	N/A
f. Post-Construction Phase (A1.06)	\$N/A	N/A
g. Commissioning Phase (A1.07)	\$N/A	N/A
h. Other Services (see A1.08, and 2.D above)	\$N/A	N/A
TOTAL COMPENSATION (lines 1.a-h)	\$16,000	
2. Additional Services (Part 2 of Exhibit A)	(N/A)	N/A

*Based on a N/A-month continuous construction period.

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

6. Consultants retained as of the Effective Date of this Task Order:

None

7. Other Modifications to Agreement:

None

8. Attachments:

None

9. Documents Incorporated by Reference:

None

10. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated herein by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is April 5, 2021.

OWNER: City of Cartersville, GA

Designated Representative (8.03)

By: _____

Name: _____

Title: _____

Title: _____

Date: _____

Phone: _____

Email: _____

Address for Giving Notices:

ENGINEER: GRESHAM SMITH

Designated Representative (8.03)

By: _____

Name: Rebecca J. Lindsay

Title: Market Vice President

Title: Project Manager

Date: _____

Phone: 678.300.9789

Email: rebecca.lindsay@greshamsmith.com

Address for Giving Notices:

222 Second Avenue South, Suite 1400
Nashville, TN 37201-2308