



## PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT effective as of [redacted] (“Effective Date”) between:

Client: **Cartersville Water Department**  
148 Walnut Grove Road  
Cartersville, GA 30120

Engineer: **Croy Engineering, LLC.**  
200 Cobb Parkway North  
Building 400, Suite 413  
Marietta, Georgia 30062

FOR PROFESSIONAL CIVIL ENGINEERING SERVICES FOR THE FOLLOWING PROJECT:

Project Address: [redacted]

Client and Engineer in consideration of their mutual covenants as set forth herein agree as follows:

### ARTICLE 1 - SERVICES OF ENGINEER

#### 1.01 Scope

Engineer shall provide the Basic and Additional Services set forth herein.

### ARTICLE 2 - CLIENT’S RESPONSIBILITIES

#### 2.01 General

Client shall execute this agreement in a timely manner. If Client has authorized the Engineer to proceed with Scope of Services by verbal and/or email prior to furnishing a signed copy of this agreement, the Client is bound by the terms of this agreement.

### ARTICLE 3 - TIMES FOR RENDERING SERVICES

#### 3.01 General

Engineer’s services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, Engineer’s obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.

### ARTICLE 4 - PAYMENTS TO ENGINEER

#### 4.01 Methods of Payment for Services and Reimbursable Expenses of Engineer

*For Basic Services:* Client shall pay Engineer for Basic Services performed or furnished under Exhibit A.

*For Additional Services:* Client shall pay Engineer for Additional Services performed on an Hourly Basis at the rates identified in or a Negotiated Lump Sum Fee for the Additional Services. Standard Hourly Rates can furnished upon written request.

*For Reimbursable Expenses:* Client shall pay Engineer for Reimbursable Expenses incurred by Engineer and Engineer’s Consultants, at a rate of cost plus 0%.

#### 4.02 Payments

*Payment of Invoices: Invoices are due and payable upon receipt.* If Client fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer’s invoice the amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Client, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

*Disputed Invoices:* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. It is the Client’s responsibility to identify any disputed invoices. Invoices not identified within 30 days will not be eligible for dispute.

### ARTICLE 5 - OPINIONS OF COST

#### 5.01 Opinions of Probable Construction Cost

Engineer’s opinions of probable Construction Cost provided for herein are to be made on the basis of Engineer’s experience and qualifications and represent Engineer’s best judgment as an experienced and qualified professional generally familiar with the industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor’s methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator. Engineer assumes no responsibility for the accuracy of opinions of Project Construction Costs.

### ARTICLE 6 - GENERAL CONSIDERATIONS

#### 6.01 Standards of Performance

The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of Engineer’s profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer’s services.

#### 6.02 Geotechnical Subsurface Exploration

Croy Engineering recommends that the Client retain a Geotechnical firm to make a subsurface investigation for rock and other subsurface conditions not observable from the surface. Provided that the Client has conducted such subsurface investigations as Croy recommends, Croy will, working in concert with the Client, perform the Civil Design to accommodate the Client’s desires so as to minimize the anticipated amount and cost of rock removal. If, after site work construction commences, the site work contractor encounters greater amounts of rock than anticipated, Croy will, at



the Client's expense, redesign the civil work to accommodate that rock, with the cost of such redesign to be paid to Croy by Client as Additional Services. The Client acknowledges that notwithstanding the Geotechnical investigation, that Croy is not responsible for costs associated with the rock removal should more rock, or other subsurface conditions, be encountered beyond what the Geotechnical report indicates.

#### **6.03 Use of Documents**

All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the right of reuse at the discretion of the Engineer) whether or not the Project is completed. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

#### **6.04 Termination**

The obligation to provide further services under this Agreement may be terminated by either party upon written thirty day notice.

#### **6.05 Controlling Law**

This Agreement is to be governed by the law of the state in which the Project is located.

#### **6.06 Successors, Assigns, and Beneficiaries**

Client and Engineer each is hereby bound to the other party to this Agreement. Neither Client nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

#### **6.07 Dispute Resolution**

It is expressly agreed between Client and Croy Engineering, that any claims, disputes or other matters or questions ("Dispute") arising out of the performance of this Agreement or the breach thereof, will initially be referred to Mediation, unless the parties agree to waive the Mediation requirement and to proceed directly to Arbitration. Any such Dispute, which is not resolved through Mediation, shall be resolved by binding Arbitration, pursuant to the Construction Industry Rules of the American Arbitration Association, then in force and effect. Client further agrees that in the event that Croy Engineering may be involved in an Arbitration with other parties; that is involved with or relates to the performance of this Agreement, Client agrees to join in such Arbitration. Notwithstanding any provision of this Agreement to the contrary, should Croy Engineering be involved in litigation, which may involve the Client, Client agrees to the joinder in the aforesaid litigation.

#### **6.08 Hazardous Environmental Condition**

To the extent known to Client has disclosed to the best of its knowledge to Engineer the existence of all asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the Project Site, including type, quantity and location. It is acknowledged by both parties that Engineer's Basic Scope of Services does not include any services related to a Hazardous Environmental Condition.

#### **6.09 Allocation of Risks**

A. Client acknowledges that even with accomplishment of Geotechnical and Subsurface Investigations, it is impossible to determine the exact composition of subsurface conditions, and that the risk and costs of addressing such necessarily are born solely by the Client.

1. To the fullest extent permitted by law, Client shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, employees, and Engineer's consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Client or Client's officers, directors, partners, employees, and Client's consultants with respect to this Agreement or the Project.

2. To the fullest extent permitted by law, Engineer's total liability to Client and anyone claiming by; through; or under Client for any cost, loss, or damages caused in part by the negligence of Engineer and in part by the negligence of Client or any other negligent entity or individual, shall not exceed the percentage share that Engineer's negligence bears to the total negligence of Client, Engineer, and all other negligent entities and individuals.

3. In addition to the indemnity provided under paragraph 6.09.A.1 of this Agreement, and to the fullest extent permitted by law, Client shall indemnify and hold harmless Engineer and its officers, directors, partners, employees, and Engineer's Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting there from, and (ii) nothing in this paragraph 6.09.A.3 shall obligate Client to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

#### **B. Limitation of Engineer's Liability:**

*Engineer's Liability Limited to Amount of Engineer's Compensation.* To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and Engineer's Consultants, and any of them, to Client and anyone claiming by; through; or under Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants, or any of them, shall not exceed the total compensation received by Engineer under this Agreement.

#### **6.10 Notices**

Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

#### **6.11 Survival**

All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination.

#### **6.12 Severability**

Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.



**6.13 Waiver**

Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**ARTICLE 7 - EXHIBITS AND SPECIAL PROVISIONS**

**7.01 Exhibits Included**

Professional Service Agreement

**7.02 Total Agreement**

This Agreement constitutes the entire agreement between CLIENT and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

**ARTICLE 8 - ACCEPTANCE**

By signing below the Client agrees to the Terms and Conditions of this Agreement.

Client:

Mayor: \_\_\_\_\_

City Clerk: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Croy Engineering, LLC  
200 Cobb Parkway North  
Building 400, Suite 413  
Marietta, GA 30062

Representative: \_\_\_\_\_

Title: CFO Date: 11/1/2025