

**AGREEMENT
BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES
TASK ORDER EDITION**

THIS IS AN AGREEMENT effective as of this the 18th day of August, 2022 (“Effective Date”) between **CITY OF CARTERSVILLE, GEORGIA**, a political subdivision of the State of Georgia, (“Owner”) and **SWEITZER ENGINEERING, INC.**, a corporation authorized to conduct business in the State of Georgia, (“Engineer”).

From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement for a Specific Project will be documented by a Task Order. This Agreement sets forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement.

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 *Scope:* Engineer’s services will be detailed in a duly executed Task Order for each Specific Project. The general format of a Task Order is shown in Attachment 1 to this Agreement. Each Task Order will indicate the specific services to be performed and deliverables to be provided. Basic and Additional Services that may be included in a Task Order are set forth in Exhibit A, "Engineer's Services."

1.02.1 *Task Order Procedure:* Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement, Articles 1 through 8.

ARTICLE 2 - OWNER’S RESPONSIBILITIES

- 2.01 Owner shall have the responsibilities set forth herein and in each Task Order.
- 2.02 Owner shall compensate Engineer as set forth in each Task Order, pursuant to the applicable terms of Exhibit B.
- 2.03 For each Task Order Owner shall provide Owner’s requirements including project scope, design objectives and constraints; capacity and performance requirements, make available all pertinent existing data; make known any special or extraordinary considerations or special services needed; examine and respond promptly to Engineer's submissions; and give prompt notice to Engineer whenever any defect in the Work is observed by, or otherwise becomes known to, the Owner.
- 2.04 For each Task Order Owner shall advise Engineer in writing at an early date if there are budgetary limitations and employ an independent cost estimator if formal cost estimates are required.
- 2.05 Whenever required and authorized by the Owner, upon recommendation of the Engineer, furnish and pay for services of others, such as, analytical laboratory services; geotechnical investigations and subsurface explorations, with appropriate professional interpretation thereof; field surveys such as property, boundary, easement, rights-of-way, topographic, and utility surveys; all of which Engineer may rely upon in performing his services for each Task Order. Payment for such services shall be made by Owner directly to the providers of the services.

- 2.06 Authorize Engineer to provide appropriate Additional Services as required and set forth in the Task Orders.
- 2.07 Furnish approvals and permits from all governmental agencies and other issuing authorities having jurisdiction over the Specific Projects and pay any applicable filing fees and sales or other tax applicable thereto.
- 2.08 Owner shall require Contractors to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (other than to the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Specific Projects as set forth in the Owner-approved Standard General Conditions. Owner shall require Contractor to name Engineer and its Consultants as additional insureds with respect to such liability and other insurance purchased and maintained by Contractors.

ARTICLE 3 - TERM; TIMES FOR RENDERING SERVICES

- 3.01 *Term:* This Agreement shall be effective and applicable to Task Orders issued hereunder until December 31, 2023. Thereafter, the parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term for up to three (3), two (2) year terms, expiring on December 31 of said renewal term, subject to a newly elected Mayor and City Council approving said renewal within thirty (30) days of taking office.
- 3.02 *Times for Rendering Services:* The times for performing services or providing deliverables will be stated in each Task Order. If no times are so stated, Engineer will perform services and provide deliverables within a reasonable time. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- 3.03 *Times for Construction-related Services:* For Task Orders including construction-related professional services, Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding the number of months indicated in the Task Order. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.

ARTICLE 4 - INVOICES AND PAYMENTS

- 4.01 *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.
- 4.02 *Payments:* If Owner fails to make any payment due Engineer within 60 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 7% per annum and Engineer, after giving seven days written notice to Owner, may suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

ARTICLE 5 - OPINIONS OF CONSTRUCTION COST

- 5.01 Any and all opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's estimate as an experienced and qualified professional generally familiar with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' 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 significantly from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, Owner shall employ an independent cost estimator.

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 the subject profession practicing under similar circumstances at the same time and in the same locality. Subsequently evolved standards shall not be applied in judging Engineer's services. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- 6.02 *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- 6.03 *Compliance with Laws and Regulations:* Engineer and Owner shall comply with applicable Laws and Regulations. Engineer shall comply with Owner-provided policies and procedures pursuant to the standard of care set forth in Paragraph 6.01, and to the extent compliance is not inconsistent with professional practice requirements.
- 6.04 *Certifications:* Engineer shall not be required to sign any documents, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain within its services for that Specific Project. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon Engineer signing any such certification.
- 6.05 *General Conditions of the Construction Contract:* The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless both parties mutually agree in a Task Order to use other General Conditions.
- 6.06 Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for the safety precautions and programs incident thereto, for security or safety at the Site(s), nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.
- 6.07 It is understood that during construction phase services Engineer will endeavor to protect Owner against defects and deficiencies in the Work of contractor(s), however Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- 6.08 Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees and its Consultants) at a Site or otherwise furnishing or performing any of a Contractor's work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification of the Contract Documents other than those made by Engineer.
- 6.09 *Design Without Construction Review:* It is Owner's intent that Engineer's services under this Agreement include customary services during each Specific Project's bidding/negotiation and construction phases. Engineer shall be responsible only for those Construction Phase services itemized and expressly required of Engineer in the authorizing Task Order. However, if Owner does not authorize Engineer to provide services during the Construction Phase of any project, or terminates this Agreement prior to completion of construction of any project, then Owner assumes full responsibility for the application and interpretation of the Contract Documents, for contract administration, construction observation and review, or other necessary Construction Phase engineering and professional services. Owner waives all claims against the Engineer that may be in any way connected to Construction Phase engineering or professional services except for those services that are expressly required of Engineer in the authorizing Task Order.

- 6.10 *Use of Documents:* All Documents are instruments of service in respect to a Specific Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Specific Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants. Owner may make and retain copies of Documents for information and reference in connection with use on the Specific Project by Owner. Engineer grants Owner a limited license to use the Documents on the Specific Project, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; and (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or its Consultants. Engineer acknowledges that Documents prepared under this Agreement and submitted to Owner are subject to the Open Records Act, O.C.G.A. § 50-18-70.
- 6.11 *Insurance:* At all times when any Task Order is under performance, Engineer shall procure and maintain insurance as set forth in Exhibit D, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer which is applicable to a Specific Project. Engineer shall deliver certificates of insurance evidencing the coverages indicated in Exhibit D. In the event that a specific project exceeds the insurance requirements referenced in Exhibit D, the Engineer, if it accepts said project, may procure project specific insurance in the amount of the project.
- 6.12 *Suspension:* Owner may suspend a Task Order for any reason upon seven days written notice to Engineer. If Engineer's services are substantially delayed through no fault of Engineer, then Engineer, after giving seven days written notice to Owner, may suspend services under a Task Order.
- 6.13 *Termination:* The obligation to provide further services under this Agreement, or under an individual Task Order, may be terminated by either party upon 7 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement or any Task Order through no fault of the terminating party. In the event of any termination under Paragraph 6.13, Engineer will be entitled to invoice Owner and to receive full payment for all services performed and all Reimbursable Expenses incurred through the effective date of termination.
- 6.15 *Successors, Assigns, and Beneficiaries:* Owner and Engineer each is hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement. Neither Owner 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. No assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- 6.16 *Dispute Resolution:* Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute. If the parties fail to resolve a dispute through negotiation, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights under law.
- 6.17 *Environmental Condition of Sites:* With respect to each Task Order, Specific Project, and Sites, the parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous

Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

- 6.18 *Engineer's Limitation of Liability:* 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, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to a Specific Project or Task Order from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty, express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants, shall not exceed the total compensation received by Engineer under such Task Order or \$1,000,000 for such Task Order, whichever amount is greater.

ARTICLE 7 – MISCELLANEOUS PROVISIONS

- 7.01 *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, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- 7.02 *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 7.03 *Applicability to Task Orders:* The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. In the event of conflicts between this Agreement and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.
- 7.04 *Defined Terms:* Wherever used in this Agreement (including the Exhibits hereto and any Task Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in a Task Order, or in "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition).
- 7.05 *Designated Representatives:* With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to negotiate and execute Task Orders, transmit instructions, receive information, and render decisions relative to the Agreement on behalf of each respective party.
- 7.06 *Conflict of Interest:* Engineer agrees to comply, during the entire duration of this Agreement, with all provisions of "O.C.G.A. § 36-80-28. Role of consultants; disclosures; application" and shall (1) avoid any appearance of impropriety, follow the policies and procedures of Owner; (2) immediately disclose to the Owner any material transaction or relationship that reasonably could be expected to give rise to a conflict of interest; and, (3) acknowledge that any violation or threatened violation of the agreement will entitle Owner to seek injunctive relief in addition to all other legal remedies.
- 7.07 *Immigration Reform Compliance:* Engineer agrees to comply, during the entire duration of this Agreement, with all provisions of the "Georgia Security and Immigration Compliance Act" {O.C.G.A. § 13-10-91 and O.C.G.A. § 50-36-1 et seq.} and the Immigration Reform and Control Act of 1986 {8 USC § 1621 (c)} and will provide the required documentation regarding said compliance. The Contractor affirms it has registered with, is authorized to use, and uses the federal work authorization program (also known as E-Verify), and that it will contract for the physical performance of services only with subcontractors who present an affidavit with the same information required of the Engineer. Engineer also affirms it will designate a person to provide the required SAVE affidavit and associated secure and verifiable document.

- 7.08 *Acknowledgement per O.C.G.A. §36-80-28(c)(3).* Engineer acknowledges that any violation or threatened violation of the agreement may cause irreparable injury to the county, municipality, school board, or other local governmental entity, entitling such county, municipality, school board, or other local governmental entity to seek injunctive relief in addition to all other legal remedies.
- 7.09 *Total Agreement:* This Agreement (including the expressly incorporated attachments) constitutes the entire agreement between Owner and Engineer for Task Order services and supersedes all prior oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.
- 7.10 *Controlling Law:* This Agreement is to be governed by the law of the State of Georgia.

ARTICLE 8 - EXHIBITS

8.01 *Exhibits:* The following Exhibits and attachments are hereby made a part of this Agreement:

- Attachment 1, Task Order Form
- Exhibit A, Engineer’s Services
- Exhibit B, Payments to Engineer for Services and Reimbursable Expenses
- Exhibit C, Duties, Responsibilities and Limitations of Authority of Resident Project Representative
- Exhibit D, Insurance

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on Page 1.

**OWNER:
CITY OF CARTERSVILLE, GEORGIA**

**ENGINEER
SWEITZER ENGINEERING, INC.**

By: _____
Matthew J. Santini, Mayor

By: _____

Attest: _____
Julia Drake, City Clerk

Name: _____

Title: _____

[AFFIX SEAL]

Date
Signed: _____

Date
Signed: _____

Address for giving notices:

Address for giving notices:

PO Box 1390

680 Douthit Ferry Road

Suite 105

Cartersville, Georgia 30120

Cartersville, Georgia 30120

DESIGNATED REPRESENTATIVE
(Paragraph 7.05):

DESIGNATED REPRESENTATIVE
(Paragraph 7.05):

J. Sidney Forsyth

John H. Sweitzer, P.E.

Title: Water Department Director

Phone Number: 770-607-6234

Facsimile Number: 770-606-2386

E-Mail Address: sforsyth@cityofcartersville.org

Title: President

Phone Number: 678-569-4290

Facsimile Number: 678-569-4294

E-Mail Address: jsweitzer@sweitzerengineering.com

Attachment No. 1
TASK ORDER FORM

TASK ORDER No. _____, consisting of _____ pages.

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated _____ ("Agreement"), or subsequent renewals thereof, Owner and Engineer agree as follows:

1. Specific Project Data

Title: _____

Description: _____

The Specific Project is to be constructed under _____ Construction Contracts.

2. Services of Engineer [Check all that apply.]

Study and Report Services

[After reviewing Part 1 of Exhibit A, Engineer's Services, supplement or modify Part 1 as needed for the Specific Project and attach, reference, or insert specific text here.]

Design Services

[After reviewing Part 2 of Exhibit A, Engineer's Services, supplement or modify Part 2 as needed for the Specific Project and attach, reference, or insert specific text here.]

Bidding or Negotiating Services

[After reviewing Part 3 of Exhibit A, Engineer's Services, supplement or modify Part 3 as needed for the Specific Project and attach, reference, or insert specific text here.]

Construction Services

[After reviewing Part 4 of Exhibit A, Engineer's Services, supplement or modify Part 4 as needed for the Specific Project and attach reference, or insert specific text here.]

Resident Project Representative Services

Engineer will provide Resident Project Representative services pursuant to Part 4 of Exhibit A; Exhibit D is attached to this Task Order and expressly incorporated by reference.

[If RPR services are not in the scope of the Task Order, do not include any references to RPR services from Exhibit A in any attached, referenced, or inserted specific text regarding Construction Phase services and do not include Exhibit D with the Task Order.]

Additional Services

[After reviewing Part 5 of Exhibit A, Engineer's Services, supplement or modify Part 5 as needed for the Specific Project and attach, reference, or insert specific text here.]

Attachment No. 1
TASK ORDER FORM

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B, subject to the following:
[Here state any additions or modifications to Exhibit B, for this Specific Project.]

4. Times for Rendering Services by Engineer

<u>Phase</u>	<u>Completion Date</u>
_____	_____
_____	_____
_____	_____

5. Payments to Engineer by Owner

A. 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:

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Lump Sum, or Estimate of Compensation for Services</i>
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6. Consultants to be utilized:

7. Other Modifications to Agreement:

8. Attachments:

9. Documents Incorporated By Reference:

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 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 _____, _____.

OWNER:

**CITY OF CARTERSVILLE,
GEORGIA**

By: _____

Name: _____

Title: _____

Date: _____

ENGINEER:

SWEITZER ENGINEERING, INC

By: _____

Name: _____

Title: _____

Date: _____

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This is **EXHIBIT A**, consisting of 6 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated August 18, 2022.

Engineer's Services

PART 1 – STUDY AND REPORT PHASE SERVICES

1.01 Study and Report Phase: The Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for a Specific Project and available data.
2. Advise Owner as to the necessity of Owner's providing data or services of the types described in Article 2.05 of the Agreement, and, if requested, assist Owner in obtaining such data and services.
3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of a Specific Project to be designed or specified by Engineer, including but not limited to Georgia Environmental Protection Division (EPD) permitting.
4. Identify and evaluate reasonable alternate solutions available to Owner for a Specific Project, and, after consultation with Owner, recommend to Owner those solutions which in Engineer's judgment meet Owner's requirements for a Specific Project.
5. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to Owner which Engineer recommends.
6. Furnish up to three (3) review copies of the Report to Owner within the time period set forth in the Task Order and review it with Owner.
7. Revise the Report in response to Owner's and other parties' comments, as appropriate, and furnish the number of final copies of the revised Report to the Owner within the time period set forth in the Task Order.
8. Engineer's services under the Study and Report Phase will be considered complete on the date when the final copies of the revised Report have been delivered to Owner.

PART 2: DESIGN ACTIVITIES

2.01 Preliminary Design Phase: Engineer shall on the basis of Owner's acceptance, selection, and authorization of initial studies and reports for the Specific Project:

1. Consult with the Owner to define and clarify Owner's requirements for the Project and prepare Preliminary Design Phase documents consisting of design criteria, preliminary drawings, outline specifications, and written descriptions of the Specific Project.

2. Advise Owner if additional reports, data, information, or services of the types described in Article 2.05 of the Agreement are necessary and assist Owner in obtaining such reports, data, information, or services, and, if requested, assist Owner in obtaining such data and services.
3. Coordinate necessary field surveys, measurements, topographic and utility mapping, and other such services by others for design purposes as Additional Services under Article 2.05.
4. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Specific Project.
5. Based on the information contained in the Preliminary Design Phase documents, submit a current opinion of probable Construction Cost.
6. Furnish up to three (3) copies of the Preliminary Design Phase documents to, and review them with, Owner.
7. Engineer's services under the Preliminary Design Phase will be considered complete on the date when final copies of the Preliminary Design Phase documents have been delivered to and reviewed with Owner.

2.02 Final Design Phase: Engineer shall:

1. On basis of Preliminary Design Phase documents and revised Opinion of Probable Construction Cost accepted by Owner, prepare final Drawings, Specifications and Bidding documents indicating the scope, extent, and character of the Work to be performed, with such Final Design Phase documents being sufficient and adequate to enable Owner's construction Contractor to accurately bid and perform the Work required to complete the Specific Project. Where appropriate, prepare Specifications in general conformance with the format of the Construction Specifications Institute.
2. Provide Owner a current opinion of probable Construction Cost and any adjustments to Total Project Costs known to Engineer.
3. Prepare and furnish Bidding Documents for review and approval by Owner, its legal counsel, and other advisors, as appropriate, and assist Owner in the preparation of other related bidding documents.
4. Submit up to three (3) final copies of the Bidding Documents and a current opinion of probable Construction Cost to Owner within the time period set forth in the Task Order for review by Owner.
5. Prepare for, coordinate with, participate in, and respond to review processes requested by Owner; and perform or furnish services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
6. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of a Specific Project and assist Owner in consultations with appropriate authorities.

7. Engineer's services under the Final Design Phase will be considered complete on the date when the required submittals have been delivered to Owner.

PART 3: BIDDING OR NEGOTIATION

3.01 Bidding or Negotiating Phase: The Engineer shall:

1. After acceptance by Owner of Final Design Documents including the most recent opinion of probable Construction Cost, assist Owner in advertising for and obtaining bids (or negotiating proposals) for the Work and.
2. Maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process Contractor charges for accessing the Bidding Documents.
3. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.
5. Consult with and advise Owner as to the acceptability of "or equals" and substitute materials and equipment proposed by bidders.
6. Attend the bid opening, prepare bid tabulations, and assist Owner in evaluating bids or proposals and in assembling and awarding contracts for the Work.
7. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors

PART 4: CONSTRUCTION

4.01 Construction Phase: Engineer shall provide the following services commencing with the execution of the Construction Agreement for a Specific Project or any part thereof:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities and authority of Engineer as assigned in said General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, who shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and said General Conditions. The Engineer shall not have authority to bind the Owner to any change in the Contract Price or to the Contract Time as expressed in the construction contract between Owner and Contractor.
2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site of the Specific Project to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in the Task Order and in Exhibit C, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative." The furnishing of such RPR's services will not limit,

extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit C.

2. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
3. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
4. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
5. *Visits to Site and Observation of Construction:* In connection with observations of Work in progress, make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, but not less than once per month, to observe the progress and quality of Contractor's executed Work and to determine in general if such Work is proceeding in accordance with the approved Contract Documents. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work in progress or to involve detailed inspections of the Work in progress beyond the responsibilities specifically assigned to Engineer in the Task Order and the Contract Documents, but rather are to be limited to general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any.
6. Engineer shall keep Owner informed of the progress of the Work.
7. Engineer shall not, during site visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.
8. *Clarifications and Interpretations; Field Orders:* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Subject to limitations in the Contract Documents, Engineer may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
9. *Change Orders and Work Change Directives:* Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required.
10. *Shop Drawings and Samples:* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project.

11. *Substitutes and "or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to any provisions below regarding additional compensation for evaluation of such substitute or "or equal" submittals.
12. *Inspections and Tests*: Require such special inspections or tests of the Work by others as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
13. *Disagreements between Owner and Contractor*: Render formal written decisions on all duly submitted issues relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance or progress of the Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
14. *Applications for Payment*: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation, determine the amounts that Engineer recommends Contractor be paid. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents).
15. *Substantial Completion*: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to determine if the Work is Substantially Complete. If after considering any objections of Owner, Engineer considers the Work Substantially Complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.
16. *Final Notice of Acceptability of the Work*: Conduct a final payment inspection to determine if the completed Specific Project of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor.
17. *Record Drawings*: Prepare and furnish to Owner, in the format agreed to, Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.
18. *Duration of Construction Phase*: The Construction Phase will terminate upon written recommendation by Engineer for final payment to Contractors. If a Specific Project involves more than one prime contract as indicated in the Task Order, Construction Phase services may be rendered at different times in respect to the separate contracts

PART 5– ADDITIONAL SERVICES

5.01

Additional Services: Normal and customary Engineering services do not include services in respect of the following categories of Work which are usually referred to as Additional Services. Owner shall instruct Engineer to perform any Additional Services required for the Specific Project and shall pay Engineer therefore as Additional Services. Additional Services include, but are not limited to, the following:

1. Services resulting from significant changes in the extent, scope or character of the Specific Project or the Owner's schedule; major changes in documentation previously accepted by Owner where changes are due to causes beyond Engineer's control; prolongation of the construction Contract Time by more than 60 days for any reason; default by Contractor or subcontractors, changes in laws, rules, regulations, ordinances, codes, standards enacted subsequent to the date of the Task Order for a Specific Project.
2. Preparation of applications and supporting documents for private or governmental grants or loans in connection with a Specific Project; preparation or review environmental assessments and impact statements; and review and evaluation of statements and documents prepared by others.
3. Providing field surveys for staking out the Work for Contractors or any type of land surveying.
4. Preparation or review of environmental assessments and impact statements, wetlands permits, US Fish & Wildlife or Corps of Engineer's permits and/or assistance in obtaining the approval of authorities with such jurisdictions.
5. Preparation and filing of applications and accompanying documents for land disturbance (Erosion & Sediment Control) permits, railroad crossing permits, highway utility encroachment permits and/or assistance in obtaining the approval of issuing authorities.
6. Preparation of Notice of Intent (NOI), Notice of Termination (NOT), and monitoring responsibilities related to the Georgia EPD General Permit for Discharge of Storm Water Associated with Construction Activity, including preparation and implementation of a Comprehensive Monitoring Program.
7. Preparation of operation and maintenance manuals, extensive assistance during start-up or initial utilization of the Specific Project, or training of Owner's personnel.
8. Preparation to serve or serving as a consultant or witness for Owner to any litigation, public hearing, or other legal or administrative proceeding related to any Specific Project.
9. Services attributable to more than two (2) prime construction contracts for a Specific Project.
10. Providing Construction Phase services beyond the Contract Times set forth in the Task Order.
11. Other services proposed to be performed or furnished by Engineer not otherwise provided for in this Agreement.

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement (Owner's Responsibilities) is amended and supplemented to include the following agreement of the parties:

2.01 *Method of Payment:* Owner shall pay Engineer for services in accordance with one or more of the following methods as identified in each Task Order:

1. Method A: Lump Sum
2. Method B: Standard Hourly Rates

2.02 *Explanation of Methods:*

A. Method A – Lump Sum

1. Owner shall pay Engineer a Lump Sum amount for the specified category of services. The Lump Sum will include compensation for Engineer's services and services of Consultants, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses. The portion of the Lump Sum amount billed monthly for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

B. Method B – Standard Hourly Rates

1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Specific Project, plus Reimbursable Expenses and Consultant's charges, if any. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit as Appendix 1.
3. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually as of January 1 to reflect equitable changes in the compensation payable to Engineer.

2.03 *Reimbursable Expenses:* Costs incurred by Engineer in the performance of the Task Order in the following categories constitute Reimbursable Expenses:

- A. Delivery and shipping costs; long-distance telephone tolls; subsistence, mobile telephone costs, and mileage of Resident Project Representatives; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Specific Project-related items in addition to those required to be furnished under Exhibit A.
- B. The amounts payable to Engineer for Reimbursable Expenses will be the project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to a Specific Project, the latter multiplied by a Factor of 1.0.

2.04 *Serving as a Witness:*

- A. For services performed by Engineer's employees as witnesses giving testimony in any litigation, arbitration or other legal or administrative proceeding at a rate of 1.5 times the witness's standard hourly rate. Compensation for Consultants for such services will be by reimbursement of Consultants' reasonable charges to Engineer for such services.

2.05 *Other Provisions Concerning Payment:*

- A. *Extended Contract Times.* Should the Contract Times to complete the Work be extended beyond the period stated in the Task Order, payment for Engineer's services shall be continued based on the Standard Hourly Rates Method of Payment.

- B. *Estimated Compensation Amounts:*

- 1. Engineer's estimate of the amounts that will become payable for services paid by the Standard Hourly Rates method are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
- 2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall give written notice thereof to Owner and shall be paid for all services rendered thereafter.

This is **APPENDIX 1 to EXHIBIT B**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated August 18, 2022.

Current agreements for engineering services stipulate that the standard hourly rates for services are subject to review and adjustment per Exhibit C. Hourly rates for services effective on the date of this Agreement are:

Principal	\$170.00/hour
Sr. Project Manager, P.E.	\$155.00/hour
Project Manager, P.E.	\$140.00/hour
Project Engineer, P.E.	\$115.00/hour
Engineer or Sr. Designer	\$ 90.00/hour
Senior Technician or CAD Designer	\$ 75.00/hour
Technician or CAD Drafter	\$ 66.00/hour
Engineering Intern	\$42.00/hour
Resident Project Representative II	\$ 57.50/hour
Resident Project Representative I	\$ 50.00/hour
Administrative or Clerical Staff	\$ 50.00/hour

Reimbursable Expenses Schedule

Current agreements for engineering services stipulate that the Reimbursable Expenses are subject to review and adjustment per Exhibit B. Rates for Reimbursable Expenses effective on the date of this Agreement are:

Mileage	IRS rate/mile
Resident Project Rep Equipment	at cost
Postage and Package Delivery Service	at cost
Plan & Specification Reproduction	at cost
Sub-consultants are invoiced with no mark-up.	at cost
All other expenses are invoiced with no mark-up.	at cost

Hourly rates in this schedule subject to annual adjustment in January of each year.

Schedule of Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

The following duties, responsibilities, and limitations of authority may be incorporated in the Task Order for a Specific Project:

D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree.
- B. Through RPR's observations of Contractor's work in progress and field checks of materials and equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such RPR field checks or as a result of such RPR observations of Contractor's work in progress, by the RPR, supervise, direct, or have control over Contractor's work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected or used by any contractor, for security or safety at the Site, for safety precautions and programs incident to any contractor's work in progress, or for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific limitations set forth in the Task Order are applicable.
- C. The duties and responsibilities of the RPR are limited to those of Engineer in the Agreement with the Owner and in the Contract Documents, and are further limited and described as follows:
 1. *General:* RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
 - RPR's dealings in matters pertaining to a Contractor's work in progress shall in general be with Engineer and Contractor.
 - RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor.
 - RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by a Contractor and consult with Engineer concerning acceptability.
 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
 4. *Liaison:* Serve as Engineer's liaison with Contractor working principally through Contractor's authorized representative and assist in providing information regarding the intent of the Contract Documents. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
 5. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

6. *Shop Drawings and Samples:* Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. *Review of Work and Rejection of Defective Work:*
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Specific Project as a functioning whole as indicated in 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 Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
9. *Inspections, Tests, and System Start-ups:*
 - a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
 - b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
 - c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over a Specific Project, record the results of these inspections, and report to Engineer.
10. *Records:*
 - a. Maintain orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all change orders, field orders, work change directives, addenda, additional Drawings issued subsequent to the execution of the Construction Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Specific Project-related documents.
 - b. Prepare a daily report, recording Contractor's hours on the Site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, 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 Engineer.
 - c. Record names, addresses, fax numbers, e-mail addresses, web site locations and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
 - d. Upon completion of the Work, furnish original set of all RPR Specific Project documentation to Engineer.
11. *Reports:*
 - a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

- b. Draft and recommend to Engineer proposed change orders, work change directives, and Field Orders.
 - c. Furnish to Engineer and Owner copies of all inspection, test, and system startup reports.
 - d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Hazardous Environmental Condition.
12. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, 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
13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by a Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
14. *Completion:*
- a. Participate in visits to the Project to assist in determining Substantial Completion, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
 - b. Participate in a final visit to the Project in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
 - c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance.
- D. Resident Project Representative shall *not*:
- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - 2. Exceed limitations of Engineer's authority as set forth in this Agreement.
 - 3. Undertake any of the responsibilities of a Contractor, subcontractors, suppliers, or a Contractor's superintendent.
 - 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Contractor's work.
 - 5. Advise on, issue directions regarding, or assume control over security safety practices, precautions and programs in connection with the activities or operations of Owner or Contractor.
 - 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 - 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

This is **EXHIBIT D**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated August 18, 2022.

Insurance

Paragraph 6.11 of the Agreement is amended and supplemented to include the following agreement of the parties.

A. *Insurance:* The limits of liability for the insurance required by Paragraphs 6.11 of the Agreement are as follows:

1. *By Engineer:*

- | | | |
|----|---|--------------|
| a. | Workers' Compensation: | Statutory |
| b. | Employer's Liability – | |
| | 1) Each Accident: | \$ 100,000 |
| | 2) Disease, Policy Limit: | \$ 100,000 |
| | 3) Disease, Each Employee: | \$ 100,000 |
| c. | General Liability – | |
| | 1) Each Occurrence
(Bodily Injury and Property Damage): | \$ 1,000,000 |
| | 2) General Aggregate: | \$ 2,000,000 |
| d. | Excess or Umbrella Liability – (Not included) | |
| e. | Automobile Liability – | |
| | 1) Combined Single Limit
(Bodily Injury and Property Damage):
Each Accident | \$ 1,000,000 |
| f. | Professional Liability – | |
| | 1) Each Claim Made: | \$ 1,000,000 |
| | 2) Annual Aggregate: | \$ 2,000,000 |

TASK ORDER No. 1, consisting of 2 pages.

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated August 18, 2022 ("Agreement"), or subsequent renewals thereof, Owner and Engineer agree as follows:

1. Specific Project Data

Title: **GENERAL CONSULTATION**

Description:

On demand general consultation and advice, when requested by Owner, regarding administration, financing, operation, maintenance, plan reviews, computer hydraulic modeling, and/or regulatory requirements in connection with the City of Cartersville's public water and sewerage systems.

This Task Order is not intended to cover the preparation of detailed engineering reports, detailed engineering designs, or services during the bidding and/or construction phases, of any Specific Project of the Owner.

2. Services of Engineer *[Check all that apply.]*

Study and Report Services

Design Services – N/A

Bidding or Negotiating Services – N/A

Construction Services – N/A

Resident Project Representative Services – N/A

Additional Services

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B.

4. Times for Rendering Services by Engineer

Phase

General Consultation

Completion Time

To be determined at time of authorization of individual assignments.

5. Payments to Engineer by Owner

A. 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:

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Estimate of Compensation for Services</i>
Study and Report Services	<i>Hourly plus Reimbursable Expenses</i>	<i>To be determined at time of authorization</i>

6. Consultants to be utilized: **To be determined at time of authorization of each individual general consultation assignment.**

7. Other Modifications to Agreement: **A description of services provided under this Task Order shall be provided on Engineer’s invoices.**

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 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 **August 18, 2022.**

OWNER:
**CITY OF CARTERSVILLE,
GEORGIA**

ENGINEER:
SWEITZER ENGINEERING, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

TASK ORDER NO. 2

Consisting of 2 pages.

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated August 18, 2022 ("Agreement"), or subsequent renewals thereof, Owner and Engineer agree as follows:

1. Specific Project Data

Title: **GRASSDALE ROAD WATER MAIN RELOCATION**

Description: Coordination of City of Cartersville water facility relocation in connection with proposed roadway improvements along Grassdale Road, 1.18 miles of curb & gutter on both sides and sidewalk on one side, from Cassville Rd (SR293) to Joe Frank Harris Parkway ((US41/SR30/SR20). The Specific Project of water facility relocation will consist generally of 8-inch or 12-inch water main to replace existing smaller distribution piping, and will include reconnection of services and reconnection of the new main to existing mains at each intersection.

The Specific Project is to be constructed under one Construction Contract.

2. Services of Engineer [Check all that apply.]

- ✓ Study and Report Services
- ✓ Design Services
- ✓ Bidding or Negotiating Services
- ✓ Construction Services
- ✓ Resident Project Representative Services

Engineer will provide Resident Project Representatives services pursuant to Part 4 of Exhibit A; Exhibit D is attached to the Task Order and expressly incorporated by reference.

- ✓ Additional Services

3. Owner Responsibilities

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B, subject to the following:

4. Times for Rendering Services by Engineer

<u>Phase</u>	<u>Completion Date</u>
Study and Report	30 days after authorization
Design	45 days after authorization to design
Bidding or Negotiation	TBD
Construction	TBD
Resident Representative	TBD
Additional Services	TBD

TASK ORDER NO. 2

5. Payments to Engineer by Owner

A. 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:

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Lump Sum, or Estimate of compensation for Services</i>
Study and Report	Hourly, plus Reimbursable Expenses	\$ 5,500 Lump Sum
Design	Hourly, plus Reimbursable Expenses	\$ 9,500 Estimate
Bidding or Negotiation	Hourly, plus Reimbursable Expenses	TBD when authorized
Construction	Hourly, plus Reimbursable Expenses	TBD when authorized
Resident Representative	Hourly, plus Reimbursable Expenses	TBD when authorized
Additional Services	Hourly, plus Reimbursable Expenses	TBD when authorized

6. Consultants to be utilized: 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 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 **August 18, 2022**.

OWNER
CITY OF CARTERSVILLE, GA

ENGINEER
SWEITZER ENGINEERING, INC.

By: _____

By: _____

Name: _____

Name: John H. Sweitzer

Title: _____

Title: President

Date: _____

Date: June 30, 2022