

STATE OF GEORGIA
COUNTY OF BARTOW
CITY OF CARTERSVILLE

AGREEMENT FOR GENERAL ENGINEERING AND CONSULTING SERVICES

THIS AGREEMENT, made and entered into by and between **CITY OF CARTERSVILLE**, Georgia, hereinafter called the "OWNER" and **GOODWYN, MILLS CAWOOD, LLC.**, hereinafter called the "ENGINEER."

WITNESSETH:

WHEREAS, the OWNER has periodic need of professional advice and engineering services;

NOW, THEREFORE, for and in consideration of the covenants and promises to be carried out by each party herein, it is agreed by and between the parties that the OWNER shall and does hereby employ said ENGINEER to perform certain consulting engineering services as follows:

ITEM A - TERM

The Agreement for General Engineering and Consulting services entered into between OWNER and ENGINEER shall begin on _____, 20____ and end on _____, 20____. However, upon the election of a new City Council and their assumption of office in January 1, 20____, and January 1, 20____, the City Council shall by February 1 of said years, have the right to terminate this Agreement, and in the event of said termination, shall as of the date of termination, settle all accounts and pay all outstanding invoices from ENGINEER.

ITEM B - ENGINEER'S SERVICES

The specific services which the ENGINEER agrees to furnish and the terms the ENGINEER agrees to follow are set forth herein:

1. For each major project or task, the OWNER shall provide to the ENGINEER a detailed description of the services to be performed. The ENGINEER shall respond describing its proposed work procedure, schedule and estimated fee to complete the described services. If this response is acceptable, the OWNER shall issue a written Task Order to the ENGINEER containing the agreed upon description of the work and engineering services fee estimate. Each Task Order shall be assigned a project number, shall reference this Agreement, and shall be deemed an authorization for the ENGINEER to proceed with the work when signed by the OWNER, unless otherwise stated. The provisions of this Agreement shall control with respect to each Task Order. Each Task Order, after execution by both parties to this Agreement, shall be incorporated into and become a part to this Agreement.

2. Signature by a representative of the OWNER on each Task Order shall constitute authorization to proceed by the ENGINEER for services defined by that Task Order.

ITEM C - COMPENSATION

1. The OWNER shall compensate the ENGINEER for providing the services enumerated in Item C in accordance with the Compensation Method identified in each Task Order. The compensation method shall be one of the following:

- a. Lump Sum

The OWNER agrees to pay and the ENGINEER agrees to accept a lump sum amount, which constitutes compensation for all of the ENGINEER'S salary costs, general and administrative overhead, direct project expenses, and profit. The OWNER agrees to pay the ENGINEER monthly based on the estimated percentage of total work completed through the billing period as certified by the ENGINEER.

- b. Standard Billing Rates

The OWNER agrees to pay the ENGINEER monthly, for work completed, on the basis of the standard billing rates of those principals and employees engaged directly on the work. ENGINEER's current billing rate schedule is listed in Exhibit A. Billing rate schedule may be adjusted on an annual basis.

Direct project expenses including, but not limited to, travel, subsistence, printing, toll telephone calls, specialized equipment rental, and professional services are also reimbursable at actual cost. Outside professional services shall have prior approval of the OWNER.

2. If the OWNER does not make monthly payments in full to the ENGINEER, the ENGINEER may suspend services on the basis of non-performance on the part of the OWNER, except when payment is withheld by terms of Federal or State contracts. When such progress payments are restored, the ENGINEER will continue services.

ITEM D - GENERAL TERMS AND CONDITIONS

1. *Commencement of Work.* The performance of engineering services described in Item B shall be commenced upon receipt by the ENGINEER of written authorization from the OWNER.
2. *Professional Standards; Warranty.* ENGINEER shall be responsible, to the level of care and skill ordinarily used by practicing professional engineers in the same type of work, for the professional and technical soundness, accuracy, and adequacy of all designs, drawings, specifications, and other services and materials furnished under this AUTHORIZATION. ENGINEER will comply with Federal and State laws, regulations, codes and standards that

apply to the project at the time the services are provided. ENGINEER makes no other warranty, express or implied, with regard to its capacity, the work performed under this Agreement, or the ultimate performance or compliance of the Project.

3. *Project Progress.* 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.
4. *Project Time.* Should completion of the services be delayed for cause(s) beyond ENGINEER's responsible control, including force majeure, the time for performance shall be extended for a period at least equal to the delay and the parties will mutually agree on the terms and conditions upon which the services may be continued.
5. *Project Delays.* The ENGINEER will prepare drawings, specifications and/or reports in a timely manner, but it is agreed between the parties to this Agreement that the ENGINEER cannot be responsible for delays occasioned by factors beyond ENGINEER's control, nor by factors which could not reasonably have been foreseen at the time this Agreement was prepared and executed.
6. *Confidentiality.* The ENGINEER shall not disclose nor permit disclosure of any information designated by the OWNER as confidential, except to its employees and other consultants who need such information in order to properly execute the services of this Agreement.
7. *Assignments.* The OWNER and ENGINEER each bind himself and his partners, administrators and assigns to the other party of this Agreement, and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the OWNER nor the ENGINEER shall assign his interest in this Agreement without the written consent of the other. ENGINEER may enter into subcontracts with respect to the services required by this Agreement but shall remain fully responsible to the OWNER in connection therewith. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.
8. *Personnel.* The ENGINEER, an Equal Opportunity Employer, now has or will secure at his own expense, personnel required to perform the services under this contract. Such personnel are not employees of, nor have any contractual relationship with the OWNER.
9. *Insurance.* The ENGINEER shall, during the performance of the Agreement, keep in force insurance with the following minimum coverage: Workmen's Compensation Insurance, including Employer's Liability Insurance for its employees; Commercial General Liability Insurance covering bodily injury and property damage with a combined single limit of \$1,000,000 per accident; Comprehensive Automobile Liability Insurance, including operation of owned, non-owned and hired automobiles, covering bodily injury and property damage limits to \$1,000,000; Professional Liability Insurance with limits to \$1,000,000.

10. *Indemnification.* The ENGINEER agrees to indemnify and hold harmless the OWNER from claims, losses, costs and expenses arising out of, and to the extent caused by, the ENGINEER's negligent performance of services.
11. *Termination.* The OWNER may terminate this agreement at any time by giving thirty days' notice to the ENGINEER. If this Agreement is terminated, the ENGINEER shall be compensated for work actually performed and expense incurred up to date of termination. Notice of termination shall be given by the terminating party by hand delivery or mailing certified mail, return receipt requested, to the principal office of the other. The effective date of termination shall be 33 days after the postmark, if mailed, or 30 days after date of receipt of notice, if hand delivered.
12. *Cost Estimates.* Since the ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over competitive bidding or market conditions, ENGINEER's opinions of probable cost, are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as a qualified professional engineer familiar with the construction industry; but the ENGINEER cannot and does not guarantee that proposals, bids, or the construction cost will not vary from opinions of probable cost prepared by ENGINEER.
13. *Limitation of Professional Services.* Unless expressly stated to the contrary, the professional services to be provided by the ENGINEER do not include meetings and consultations in anticipation of litigation or arbitration or attendance as an expert witness in any deposition, hearing or arbitration. If requested, these services will be provided at the normal rates in effect at the time of service.
14. *Precedence.* These GENERAL TERMS AND CONDITIONS shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding ENGINEER'S services absent ENGINEER'S express written agreement.
15. *Ownership of Documents.* Original documents, whether paper or electronic media, such as reports, plans, drawings, specifications, designs and survey notes developed in connection with the services performed hereunder belong to and remain the property of OWNER. ENGINEER may retain reproducible copies of such documents. OWNER hereby releases ENGINEER from all damages, claims, and losses arising out of any use of such original documents by OWNER other than for information and reference in connection with the use, operating and occupancy of the Project by OWNER and others. OWNER further agrees that OWNER will not hereafter disseminate nay of such original documents or copies thereof for use by parties in connection with consulting services relating to any facilities not owned by OWNER. Nothing stated herein shall prevent ENGINEER from using its copies of such documents in connection with rendering professional services to other clients provided that in so doing no confidential information of OWNER is disclosed to such other client or any other party.

ENGINEER agrees that any electronic documents provided to ENGINEER by the OWNER for the ENGINEER'S use on the Project belong to and remain the property of the OWNER. The ENGINEER will not disseminate any such documents to third parties without the OWNER'S written approval and will not make use of any such documents in connection with rendering professional services relative to the construction of other facilities for other clients. The OWNER takes no responsibility for the accuracy of such documents and no guarantee of their fitness for any use by the ENGINEER is implied. The ENGINEER acknowledges and agrees to comply with the Georgia Open Records Act, O.C.G.A. § 50-18-71 et. seq. in regards to all documents.

ITEM E - THE OWNER'S RESPONSIBILITIES

The OWNER shall:

1. Assist ENGINEER by placing at his disposal all known information available pertinent to the project including previous reports and any other data relative to design or construction of the project, which may be in possession of the OWNER.
2. Acquire all real estate interests and provide right-of-entry to all property necessary to perform this project.
3. Examine all studies, reports, sketches, opinions of the construction costs, specifications, drawings, proposals and other documents presented by the ENGINEER to the OWNER, and promptly render in writing the decisions pertaining thereto, provided however, ENGINEER agrees that OWNER is relying on ENGINEER'S expertise for design and specifications and is not rendering an opinion as to the accuracy or efficiency thereof, provided further that the ENGINEER will indemnify and hold harmless the OWNER for any error or omission from said studies, reports, sketches, specifications, drawing or other documents for which a claim for damages arises out of same.
4. Designate in writing a person to act as the OWNER's representative with respect to the services to be rendered under this agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to the ENGINEER's services and to bind OWNER with respect to these items.
5. Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services and any defect in the project or work of contractor(s), provided, however, nothing herein shall relieve the ENGINEER of his responsibilities.
6. Furnish all required approvals and permits from all governmental authorities having jurisdiction over the project, and such approvals and consents from others as may be necessary for completion of the project.
7. Bear all costs incident to compliance with the requirements of this item.

ITEM F - ENGINEER'S RESPONSIBILITIES

For which a Project or Task Order has been issued, the ENGINEER shall:

1. Upon identification by the ENGINEER and approval by the OWNER of the necessity and scope of information required, obtain the data, reports, surveys, and other materials and information required for this project.
2. Evaluate all proposed projects and prepare conceptual designs.
3. Develop overall master schedule and cost estimate for total program.
4. Assist in the coordination of right-of-way acquisitions.
5. Prepare construction and right-of-way plans and specifications.
6. Represent the OWNER during construction, providing the following, but not necessarily limited to, services:
 - a. Determine and certify percentage completion of projects and determine amount of money owed to Contractor.
 - b. Interpret design and specifications to Contractor, as necessary.
 - c. Reject unacceptable work, require special testing or inspections, and take appropriate action to protect OWNER's interest and assure successful completion of the project.
 - d. Inspect the projects to assess the progress and quality of work being performed and to determine that the work is progressing according to plans and specifications and deficiencies in the work of the Contractor.
 - e. Provide an on-site representative on an on-call basis or as Project Manager if so required by the OWNER.

ITEM G - EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the OWNER and the ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral, for this project.

ITEM H - GOVERNING LAW

The terms of this Agreement shall be construed and interpreted under, and all respective rights and duties of the parties shall be governed by, the laws of the State of Georgia. Venue and jurisdiction for any disputes or litigation related thereto shall be the Bartow County Superior Court.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the _____ day of _____, 20____.

Witness

GOODWYN, MILLS CAWOOD, LLC.

By: Graham Sizemore
Graham Sizemore, PE

By: Charles A. Welch
Charles A. Welch

Print Name _____

Print Name _____

Title Project Engineer

Title Sr. Client Mgr.

Attest:

CITY OF CARTERSVILLE

Julia Drake, City Clerk

By: _____
Matthew J. Santini, Mayor

[AFFIX SEAL]

EXHIBIT A

Billing Rate Schedule January 1, 2018 to December 31, 2023

STAFF TYPE	RATE
President	\$300.00
Vice President	\$250.00
Senior Associate (Sr. Project Manager)	\$200.00
Associate (Project Manager)	\$200.00
Senior Principal Engineer (Sr. Project Engineer)	\$185.00
Principal Engineer (Project Engineer)	\$160.00
Assistant Engineer II (Engineer Intern II)	\$135.00
Assistant Engineer I (Engineer Intern I)	\$100.00
Senior Principal Designer (Sr. Designer)	\$160.00
Principal Designer (Cadd Tech I)	\$95.00
Designer (Cadd Tech II)	115.00
Operations Specialist (Contract Specialist)	\$115.00
Senior Resident Project Rep. (Field Tech)	\$105.00
Resident Project Representative (Field Tech)	\$180.00
Office Support	\$95.00

Above hourly rates include normal and customary expenses including computer, telephone, miscellaneous copying, and postage.

Hourly rates are subject to a yearly escalation factor not to exceed 3%, unless an alternate factor is approved by both parties.

The following expenses are reimbursable work items and will be charged at costs:

- Travel
- Bulk reproduction of reports, drawings and specifications
- Charges for permit fees and reviews by governmental agencies
- Subcontract services

Automobile mileage is reimbursed at \$0.58 per mile without markup.



2023
Standard Rate and Fee Schedule

Standard Hourly Rates

Executive Vice President	\$ 300.00
Senior Vice President	\$ 250.00
Vice President	\$ 225.00
Senior Professional (Architect, Engineer Regional Technical Leader, Interior Design, Scientist, Project Manager)	\$ 250.00
Professional III (Architect, Engineer Design Manager, Interior Design, Scientist, Project Manager)	\$ 225.00
Professional II (Architect, Engineer State Technical Leader, Interior Design, Scientist, Project Manager)	\$ 200.00
Professional I (Architect, Engineer Design Coordinator, Interior Design, Scientist, Project Manager)	\$ 185.00
Senior Professional Staff (Architect, Project Engineer, Interior Design, Scientist, Assistant Project Manager)	\$ 160.00
Professional Staff III (Architect, Engineer Project Professional, Interior Design, Scientist)	\$ 135.00
Professional Staff II (Architect, Engineer Staff Professional, Interior Design, Scientist)	\$ 120.00
Professional Staff I (Architect, Interior Design, Scientist)	\$ 100.00
Senior Technical (Technical Spec., Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 160.00
Technical III (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 140.00
Technical II (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 115.00
Technical I (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 95.00
Intern/Co-op II (Architecture, Engineering, Interior Design, Environmental Sciences)	\$ 90.00
Intern/Co-op I (Architecture, Engineering, Interior Design, Environmental Sciences)	\$ 70.00
Executive Administrative Assistant	\$ 115.00
Administrative Assistant II	\$ 95.00
Administrative Assistant I	\$ 75.00
Surveying:	
Professional Land Surveyor	\$ 180.00
Survey Crew (four-man survey crew)	\$ 310.00
Survey Crew (three-man survey crew)	\$ 250.00
Survey Crew (two-man survey crew)	\$ 185.00
Field Tech III	\$ 105.00
Field Tech II	\$ 80.00
Field Tech I	\$ 65.00

Reimbursable Expenses

Travel Expenses	
Vehicle Transport	\$0.655 per mile
Travel/ Meals/ Lodging	Cost
Other Out-of-Pocket Expenses	Cost plus twenty percent
Sub-Consultant/ Sub-Contractors	Cost plus twenty percent
Sub-Consultant/Sub-Contractors reimbursable expenses	Cost plus twenty percent
Printing & Shipping	
Out of house reprographic services	Cost
In-House B&W reprographic services (small format)	\$0.10/ sheet (8.5 x 11)
	\$0.15/ sheet (11 x 17)
In-House Color reprographic services (small format)	\$0.10/ sheet (8.5 x 11)
	\$0.15/ sheet (11 x 17)
In-House B&W reprographic services (large format)	\$0.15/ sf
In-House Color reprographic services (large format)	\$0.20/ sf
GPS equipment	\$250.00 per day