

AGREEMENT FOR ENGINEERING SERVICES

This Agreement made this _____ day of _____ 202__, by and between City of Cartersville Public Works, 330 S. Erwin Street, Cartersville, Georgia 30120 (hereinafter referred to as CLIENT) and Consolidated Technologies, Inc., dba CTI Engineers, Inc, 1122 Riverfront Parkway, Chattanooga, TN 37402. (hereinafter referred to as CTI).

Whereas, the CLIENT now desires to engage CTI to perform certain professional services for the Etowah Drive Pocket Park and Stormwater Retention (hereinafter referred to as the project).

The services provided by CTI will include supplemental surveying, preliminary and final site design, post-construction stormwater management, and bid and award services.

Now, therefore, the CLIENT and CTI do hereby agree as follows:

1. CTI shall provide engineering services for the project as outlined in attached Appendix B, Scope of Services, in accordance with the terms and conditions of this Agreement.
2. The CLIENT shall assume responsibilities relative to the project as outlined in the attached Appendix B, Scope of Services.
3. For the services provided by CTI as outlined in the attached Appendix B, Scope of Services, CTI shall be paid the following fees:

Service	Fee Basis	Fee
Surveying	Cost Plus	\$4,500.00
Preliminary Design and Layout	Lump Sum	\$14,000.00
Final Design and Layout	Lump Sum	\$11,000.00
Stormwater Management	Lump Sum	\$7,000.00
Bid and Award Services	Cost Plus	\$6,000.00
Misc. As-Requested Construction Assistance	Cost Plus	\$2,500.00
<u>Total Fee</u>		<u>\$45,000.00</u>

4. Additional services may be performed when authorized in writing by the CLIENT. Compensation for these additional services shall be at salary cost plus 120 percent of salary cost plus 110 percent of direct non-salary expenses.

Salary costs shall include the salaries and wages paid to all CTI personnel engaged directly on the project, plus the cost of customary and statutory benefits and payroll taxes. Direct non-salary expenses shall include subcontracts, travel and subsistence, computer and CADD service charges, communications, field supplies and equipment rental, reproduction, and other project-related expenses.

5. Invoices will be submitted by CTI monthly. For lump sum services, the invoice amount will be based upon the percentage of work completed during the period. For cost-plus services, the invoice amount will be based upon the time and expenses chargeable to the project during the period.
6. Payments for invoices submitted by CTI are due and payable upon receipt. Payments due CTI under this Agreement are subject to a service charge of 1-1/2 percent per month on all balances not paid within twenty-five (25) days after the date of receipt of invoice.
7. CTI will not proceed with performance of the following services, if applicable, unless all payments under this Agreement are current.
 - a. Submission of design documents to local or state regulatory authorities for approval.
 - b. Preparation of documents in connection with bidding or award of construction contracts.
 - c. Submission of record or as-built drawings following construction.

Unless otherwise stipulated in writing, CTI is authorized to begin work on the project upon receipt from the CLIENT of an executed copy of this Agreement.

The following appendices are attached hereto and made a part of this Agreement as if written herein: Appendix A, General Conditions and Appendix B, Scope of Services.

In witness whereof, both parties have caused this agreement to be executed by their duly authorized representatives as of the day and year first written above.

ACCEPTED BY CLIENT:

CITY OF CARTERSVILLE
PUBLIC WORKS

BY _____

NAME _____

TITLE _____

DATE _____
(Insert here and on first line)

BY _____

NAME _____

TITLE _____

DATE _____

ACCEPTED BY CTI:

CONSOLIDATED TECHNOLOGIES, INC.
dba CTI ENGINEERS, INC.

BY 

NAME Philip R. Schofield, P.E.

TITLE Vice President

DATE 3-21-2024

APPENDIX A GENERAL CONDITIONS

1. **Standard of Care.** Services performed by CTI under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same or similar locality under similar conditions. CTI makes no warranty or guarantee, either expressed or implied, as part of this Agreement. CTI shall not be liable in the event that erroneous information is supplied by the CLIENT or a responsible third party not under contract to CTI, and CTI in good faith subsequently relies upon and incorporates such information into its documents.
2. **Non-Disclosure.** CTI shall not disclose or permit disclosure of any information designated in writing by the CLIENT as confidential, except to its employees and subcontractors who need such information in order to execute the services under this Agreement.
3. **Opinions of Cost.** Where applicable, statements concerning probable construction cost or cost estimates prepared by CTI represent the judgment of design professionals familiar with the construction industry. It is recognized, however, that neither the CLIENT nor CTI has any control over the cost of labor, materials, or equipment; the contractor's methods of determining bid prices; or competitive bidding or market conditions. Accordingly, CTI cannot and does not guarantee that bids or construction costs will not vary from any statement of probable construction cost or other cost estimate prepared by CTI.
4. **Ownership and Reuse of Documents.** Any calculations, drawings, specifications, manuals, and reports developed pursuant to this Agreement, including files and documents in electronic format, are instruments of service, and CTI shall retain all ownership, copyrights, and intellectual property interests therein. The CLIENT may, at its expense, make copies for information and reference in connection with use and occupancy of the project. However, such documents are not intended to be suitable for reuse by the CLIENT without verification and adaptation by CTI, and any reuse will be at the CLIENT'S sole risk and without liability to CTI.
5. **Electronic Copies of Documents.** CTI shall not be required to provide electronic copies of documents or CADD files unless specifically required by the Scope of Services. Any electronic or CADD file shall be considered a convenience to the CLIENT. Format and layering shall be CTI's standard unless required otherwise by the Scope of Services. In the event of a discrepancy or difference between an electronic or CADD file and a hard copy, the sealed paper copy shall govern. Due to the easily alterable nature of electronic files, CTI makes no warranty, express or implied, with respect to the accuracy, completeness, absence of viruses, or fitness for any particular purpose or use. The CLIENT shall not make modifications to or permit others to make copies of or modifications to electronic copies of documents or CADD files without prior written authorization of CTI.
6. **Insurance.** CTI shall, during the performance of the Agreement, keep in force statutory Workers Compensation Insurance, Comprehensive General Liability, and Automobile Liability Insurance with a combined single limit of \$1 million for bodily injury and property damage, and Professional Liability Insurance with an aggregate limit of \$2 million.
7. **Limitation of Liability.** In recognition of the relative risks and benefits to the CLIENT and to CTI, the CLIENT agrees to an allocation of risks such that CTI's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any cause or causes shall not exceed \$100,000 or two times the amount of CTI's total fees for services rendered on the project, whichever is greater. The CLIENT agrees that CTI's officers, employees, and agents will have no personal liability to the CLIENT for any damages arising out of or relating to this Agreement. It is further agreed that the parties each waive their right to indirect, incidental, special, consequential, or punitive damages.
8. **Suspension, Cancellation, and Termination.** The CLIENT may terminate this Agreement for the CLIENT'S convenience and without cause upon giving CTI not less than 30 calendar days' written notice. Either party may terminate the Agreement immediately upon the other's filing for bankruptcy, insolvency, or assignment to creditors. This Agreement may be terminated by either party for cause upon 30 calendar days' written notice of a substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party; cancellation of the project; suspension of CTI's services for more than 90 calendar days; or material changes in conditions or the nature of the project and failure of the parties to reach agreement on compensation and schedule adjustments necessitated by such changes. During the 30-day period, the party receiving the termination notice shall have the right to cure the failure or submit a plan to cure acceptable to the other party. In the event the Agreement is terminated by either party, CTI shall be compensated for services performed up to the date of termination.
9. **Force Majeure.** If an event or circumstance beyond CTI's reasonable control occurs, including without limitation an act of God, fire, flood, hurricane, wind event, storm, weather disturbance, earthquake, pandemic, disease, epidemic, or other viral or bacterial outbreak, government-ordered shutdown, quarantine or shelter-in-place order, an act or omission of a third party, strike, war, riot, terrorism or threat of terrorism, civil unrest, or any other event or circumstance not within the reasonable control of CTI, whether similar or dissimilar to any of the foregoing, that cause CTI delay or additional expense ("Force Majeure Event"), then CTI is entitled to an equitable adjustment in the contract price or time for performance. If any Force Majeure Event renders CTI's performance impossible or impracticable, CTI has the right to terminate performance under this Agreement consistent with any termination requirements that might exist in this Agreement. Upon occurrence of a Force Majeure Event, CTI will notify the CLIENT within a reasonable time that a Force Majeure Event has occurred and its anticipated impact on CTI's performance, including its expected duration. CTI will use reasonable efforts to mitigate the impact of any Force Majeure Event on CTI's ability to perform under this Agreement.

10. **Non-Payment.** If the CLIENT does not make timely payments on invoices to CTI, CTI may, upon giving 30 calendar days' written notice of its intent to do so, suspend its services or terminate this Agreement by reason of non-performance on the part of the CLIENT. Should an attorney or agency be required for the collection of any payments due under this Agreement, the CLIENT agrees to pay the full cost of collection, including reasonable attorney's or agency's fees, in addition to any other fee or payment due.
11. **Disputes.** All claims, disputes, and other matters in question between the parties relative to this Agreement shall first be submitted to nonbinding mediation, unless the parties mutually agree otherwise. In the event the parties are unable to reach a settlement of any dispute or claim arising out of services under this Agreement through mediation, the parties may pursue their respective remedies at law or equity, unless the amount in controversy exceeds \$250,000, in which case the matter shall be decided by arbitration. A panel of three arbitrators shall be required. The decision rendered by the arbitrators shall be final and shall be specifically enforceable under the prevailing law of any court having jurisdiction. Fees of the arbitrators shall be shared equally by both parties. Neither the CLIENT nor CTI shall have the right to join a third party to any proceedings between the CLIENT and CTI unless the other party to this agreement consents to the joinder.
12. **Construction Phase Services.** Neither the activities of CTI under this Agreement nor the presence of its employees or agents at the job site shall imply any responsibility for the CLIENT's or construction contractor's methods of work performance, superintendence, supervision, sequencing of construction, or safety on or about the job site. CTI shall not be responsible for the failure of any contractor, subcontractor, or supplier not under contract to CTI to fulfill its responsibilities to the CLIENT or to comply with federal, state, or local laws/regulations/codes. CTI shall not be bound by any provision or obligation contained in the construction contract documents unless specifically included or referenced in the Scope of Services of this Agreement.
13. **Resident Observation.** Where applicable, services under "Resident Observation" or "Resident Project Representation" are provided to help minimize the risk of defects and deficiencies in the work of the construction contractor. Such services will consist of visual observations of the construction work and the equipment and materials used therein to enable CTI to render its professional opinion as to whether the work, in general, is proceeding in accordance with the contract documents. Such observation activities shall not be relied upon by any party as acceptance of the work, nor shall they relieve any party from fulfillment of customary and contractual responsibilities and obligations.
14. **Subsurface Investigations.** For services involving underground investigations and borings, the CLIENT understands that there is a risk that underground conditions may vary between, below, and beyond the actual locations explored. Accordingly, CTI cannot and does not guarantee that underground conditions encountered during construction will not differ from those indicated by the investigation.
15. **Hazardous Materials.** Hazardous materials may exist at a site when there is no reason to believe they could or should be present. The CLIENT agrees that discovery of unanticipated hazardous materials constitutes a changed condition which may be cause for additional compensation. At no time shall the actions of CTI on or off the project site be interpreted to make CTI an owner, operator, generator, transporter, or disposer of hazardous materials. CTI shall notify the CLIENT upon discovery of unanticipated hazardous materials. The CLIENT shall make any disclosures required by law to appropriate regulatory agencies or to the property owner if the project site is not owned by the CLIENT.
16. **Fees and Taxes.** The CLIENT shall pay any applicable sales taxes, review fee(s), and/or permit fee(s) in the manner and amount required by law.
17. **Expert Witness Services.** CTI's services under this Agreement do not include participation in mediation, litigation, arbitration, or administrative judicial hearings on behalf of the CLIENT. Such services, if required, would be considered additional services subject to additional compensation.
18. **Purchase Orders.** The CLIENT agrees that these conditions supersede any standard terms and conditions contained in a preprinted purchase order issued by the CLIENT in connection with the project.
19. **Assignment and Successors.** Neither party shall assign, transfer, or sublet any rights under or interest in this Agreement without the prior written consent of the other party. This provision shall not prevent CTI from employing independent subconsultants and subcontractors to assist CTI in the performance of its duties. Each party binds itself to the successors, administrators, and assigns of the other party in respect to all covenants of this Agreement. Nothing in this Agreement shall be construed to give any rights, benefits, or causes of action to anyone other than the CLIENT and CTI.
20. **Waiver.** Any failure by CTI to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and CTI may subsequently require strict compliance at any time.
21. **Severability.** Should any provision of this Agreement be later found to be unenforceable for any reason, it shall be deemed void, and all remaining provisions shall continue in full force and effect.
22. **Governing Law.** This Agreement shall be governed by the laws of the State of Georgia.
23. **Entire Agreement.** This Agreement represents the entire agreement between the CLIENT and CTI and supersedes all prior negotiations, understandings, or agreements, either written or oral, for the project. This Agreement may only be amended or supplemented by a duly executed written instrument. CTI is not obligated to begin services under this Agreement until it receives a fully executed, original copy (not a fax) of the Agreement.

APPENDIX B SCOPE OF SERVICES

I. SERVICES OF CTI

CTI will provide the following services in connection with the design and bidding of stormwater retention, drainage infrastructure, and roadway and street improvements for the Etowah Drive Storm Retention and Pocket Park.

A. Surveying

1. Provide topographic survey of the project site with survey of existing storm infrastructure to supplement City of Cartersville GIS Data.

B. Preliminary Design and Layout

1. Prepare scaled plans showing preliminary site improvements layout options utilizing existing City of Cartersville GIS Data.
2. Coordinate preliminary site improvements layout with the City of Cartersville.

C. Final Design and Layout

1. Prepare final site plan layout based on preliminary design to meet current City of Cartersville planning/zoning and design standards.
2. Prepare scaled plans showing existing and proposed conditions, including finished site grading contours, storm drainage retention and infrastructure, street improvements, and existing utility modifications required for construction of the storm drainage retention and pocket park. Plans will be suitable for permitting and bidding. Prepare specifications suitable for bidding.
3. Prepare standard details in accordance with City of Cartersville standards and ordinances.
4. Attend City of Cartersville Plan Review Meeting.
5. Provide appropriate number of copies of plans, specifications, and contract documents to be reviewed by CLIENT and regulatory agencies. The CLIENT will pay any review fees established by local or state agencies.

D. Stormwater Management

1. Hydrology design for storm water management in accordance with the City of Cartersville Post-Development Storm Water Ordinances and the Georgia Stormwater Management Manual (Blue Book).
2. Implement storm water control features into final scaled design plans and details.
3. Provide appropriate number of copies of plans, specifications, and contract documents to be reviewed by CLIENT and regulatory agencies. The CLIENT will pay any review fees established by local or state agencies.

E. Bid and Award Services

4. Assist CLIENT in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment, and services; and, where applicable, maintain a record of prospective bidders to whom bidding documents have been issued, attend pre-bid conferences, and receive and process requests for bidding documents.
5. Issue addenda, as appropriate, to interpret, clarify, or expand the bidding documents.
6. Consult with and advise the CLIENT as to the acceptability of subcontractors, suppliers, and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor[s]") for those portions of the work as to which such acceptability is required by the bidding documents.
7. Consult with the CLIENT and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contract is allowed by the bidding documents.
8. Attend the bid opening; prepare bid tabulation sheets; and assist the CLIENT in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment, and services.

II. RESPONSIBILITIES OF CLIENT

The CLIENT will be responsible to:

- A. Provide all criteria and full information as to its requirements for the project.
- B. Upon identification by CTI and approval by the CLIENT of the necessity and scope of information required, furnish CTI with data, reports, surveys, and other materials and information required for this project, except those included in CTI's scope of services.
- C. Acquire all land, easements, and rights-of-way as required for this project, including all surveys and document preparation associated with property and/or easement acquisition.
- D. Provide access to the project site and make all provisions for CTI to enter upon public and private lands as required for CTI to perform its services under this Agreement.
- E. Examine all studies, reports, sketches, opinions of the construction costs, specifications, drawings, proposals, and other documents presented by CTI to the CLIENT, and render in writing the CLIENT's decisions pertaining thereto within a reasonable time so as not to delay the services of CTI.
- F. Give prompt written notice to CTI whenever the CLIENT observes or otherwise becomes aware of any defect in the project.
- G. Furnish to CTI, prior to execution of this Agreement, a copy of any design and construction standards the CLIENT shall require CTI to follow in performing its services under this Agreement.
- H. Pay applicable permit and review fees assessed by regulatory agencies in connection with the project.
- I. Provide administration of grants and loans used to finance the project.
- J. Provide final inspections of house connections (taps) to satisfy the requirements of the Fort Oglethorpe inspection.

III. ADDITIONAL SERVICES

The following services are not included in the above scope of services but are available to the CLIENT from CTI as additional services subject to additional compensation.

- 1. Permitting beyond that described above.
- 2. Testing services or environmental assessments.
- 3. Resident Project Representation (RPR) during construction.