

**AGREEMENT BETWEEN CITY OF CARTERSVILLE  
AND INFRASTRUCTURE RENEWAL SERVICES, LLC**

THIS PROFESSIONAL SERVICES AGREEMENT (“**Agreement**”) is dated this \_\_\_\_ of \_\_\_\_\_, 2024, by and between the **CITY OF CARTERSVILLE**, a municipal corporation of the State of Georgia, hereinafter referred to as (“**City**”) and **INFRASTRUCTURE RENEWAL SERVICES, LLC**, hereinafter referred to as (“**Inspection Company**”).

**NOW, THEREFORE**, for and in consideration of \$10.00, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, stipulated and agreed, the parties agree as follows:

**1. Scope of Professional Services.** The **Inspection Company** shall perform all services described in Appendix A (“**Services**”), for the compensation set forth in Appendix B (“**Compensation**”), at the project sites (“**Project Site**”) and projects (“**Project**”) described on Appendix C which appendixes are attached and made a part of this Agreement.

**2. Term.** This Agreement shall become effective upon its execution by the **Inspection Company** and by the **City**. All Services whenever performed shall be deemed performed under this Agreement, and all compensation paid to the **Inspection Company** on account of the Services performed shall be deemed as payments of the Compensation.

**3. Standard of Performance.** The **Inspection Company** represents that all personnel employed or subcontracted, possess all necessary training, licenses and permits to perform the Services, and that its performance of the Services will conform to the standard of practice of a professional that specializes in performing professional services of like nature and complexity of the Services.

**4. Subconsultants.** The **Inspection Company** shall perform the Services using the personnel and subconsultants approved by the **City**; provided, however, that nothing herein shall create any obligations by or between the **City** and any such subconsultant, or otherwise relieve, or diminish **Inspection Company’s** obligation to perform and provide the Services required hereunder. The **Inspection Company** shall hire only qualified persons or firms who are experienced in performing work of like nature and complexity to the Services, and who agree to be bound to the terms of the Agreement to the extent of this scope of Services. The **Inspection Company** may substitute personnel or subconsultants prior to any such subconsultants commencing work only upon the **City’s** written consent, which may be withheld or delayed in the **City’s** sole and absolute discretion.

**5. Representatives for Both Parties.** Both parties shall designate in writing a representative, authorized to act on the parties’ behalf with respect to this Agreement. The parties or such authorized representatives shall render required decisions promptly, to avoid unreasonable delay in the progress of the **Inspection Company’s** services. The parties may delegate all or some of the representatives’ role and function to some other representative.

**6. Indemnification and Liability.**

6.1 To the extent of the **Inspection Company’s** proportionate fault, **Inspection Company** shall defend (with legal counsel reasonably acceptable to the **City**), indemnify and hold harmless the **City** and its officers, agents, trustees, Mayor and City Council, officials, representatives and employees (collectively “**Indemnitees**”) from and against any and all claims, loss, cost, damage, injury (including, without limitation, economic harm, injury to or death of an employee), expense and liability that arise from or relate to: (1) The **Inspection Company’s** negligent performance of the Services under this Agreement, or any part thereof, (2) any negligent act or omission of the **Inspection Company**, any subconsultant, anyone directly or indirectly employed by them, or anyone that they control, (3) any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by the **City**, or any of the other Indemnitees, of articles or Services to be supplied in the performance of this Agreement, (4) any claim of any kind made by any subconsultant against the **City** arising from or in connection with each subconsultant’s performance of any Services on behalf of **Inspection Company**, or (5) any breach of this Agreement (collectively “**Liabilities**”). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of such Indemnitee, but shall apply to all other Liabilities. The **Inspection Company** shall place in its subconsulting agreements and cause its subconsultants to

agree to indemnities and insurance obligations in favor of the **City** and other Indemnitees in the exact form and substance of those contained in this Agreement.

6.2 The **City** acknowledges that the discovery, presence, handling or removal of asbestos products polychlorinated biphenyl (PCB) or other hazardous substances which may presently exist at the Project site is outside of the **Inspection Company's** expertise and is not included in the scope of the **Inspection Company** is to perform nor included in the **Inspection Company's** insurance. The **City** shall hire an expert consultant in this field if the Project involves such materials. The **Inspection Company** shall not be responsible or be involved in any way with the discovery, presence, handling or removal of such materials. The **Inspection Company** shall be responsible to coordinate with the **City's** expert consultant as required by Appendix A.

7. **Notices.** The **City** and **Inspection Company** shall provide written notices via certified U.S. mail return receipt requested, or by overnight courier or delivery service with signature required, as follows:

City of Cartersville  
PO Box 1039  
1 North Erwin Street  
Cartersville, GA 30120  
Attn: City Manager

Infrastructure Renewal Services, LLC  
4444 Adams Circle  
Acworth, GA 30101  
Attn: Tim Ball

or to such other place as either party may similarly in writing designate to the other. Notices shall be effective three business days after mailing by certified mail or upon receipt if delivered by overnight courier or delivery service.

8. **Insurance.** **Inspection Company** shall comply with all requirements of Appendix D, which is attached and made a part of this Agreement.

9. **Independent Contractor.** The **Inspection Company**, its employees and subcontractors and subconsultants shall at all times be deemed an independent contractor wholly responsible for the manner in which it performs the Services, and fully liable for the acts and omissions of its employees, subconsultants and agents. Under no circumstances shall this Agreement be construed as creating an employment, agency, joint venture or partnership relationship between the **City** and the **Inspection Company**, and no such relationship shall be implied from performance of this Agreement. Terms in this Agreement referring to direction from the **City** shall be construed as providing for direction as to policy and the result of services only, and not as to means and methods by which such a result is obtained. **Inspection Company** shall pay all taxes (including Georgia sales and use taxes) levied upon this Agreement, the transaction, or the Services and/or goods delivered pursuant hereto without additional compensation, regardless of which party has liability for such tax under applicable law, and any deficiency, interest or penalty asserted with respect thereto. The **Inspection Company** shall pay all other taxes including but not limited to any applicable city occupation tax, not explicitly assumed in writing by the **City** hereunder. The **Inspection Company** shall comply with all valid administrative regulations respecting the assumption of liability for the payment of payroll taxes and contributions as above described and to provide any necessary information with respect thereto to proper authorities.

10. **Conflict of Interest**

10.1 **Inspection Company** represents that it has completely disclosed to the **City** all facts bearing upon any possible interests, direct or indirect, which **Inspection Company** believes any subconsultant, member of the **City**, or other officer, agent or employee of the **City** or any department presently has, or will have, in this Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute ground for termination of this Agreement by the **City**. **Inspection Company** agrees to comply with all conflict-of-interest codes and regulations adopted by the **City** and its reporting requirements.

10.2 **The Inspection Company** covenants that it and any subconsultant presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of Services required under this Agreement. Without limitation, **Inspection Company** represents to, and agrees with, the **City** that **Inspection Company** and its subconsultants have no present, and will have no future, conflict of interest between providing the **City** the Services hereunder and any interest **Inspection Company** may presently have, or will have in the future, with respect to any other person or entity which has any interest adverse or potentially adverse to the **City**, as determined in the reasonable judgment of the **City**.

## 11. Confidentiality

11.1 **Inspection Company** acknowledges and agrees that, in the performance of the Services under this Agreement or in the contemplation thereof, **Inspection Company** may have access to private or confidential information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the **City**. **Inspection Company** agrees that all information disclosed by the **City** to or discovered by **Inspection Company** shall be held in strict confidence and used only in performance of the Agreement. **Inspection Company** shall exercise the same standard of care to protect such information as a reasonably prudent **Inspection Company** would use to protect its own proprietary data, and shall not accept employment adverse to the **City's** interests where such confidential information could be used adversely to **City's** interests. **Inspection Company** agrees to notify the **City** immediately in writing if it is requested to disclose any information made known to or discovered by **Inspection Company** during the performance of or in connection with this Agreement.

11.2 Any publicity or press releases with respect to the Project or Services shall be under the **City's** sole discretion and control. **Inspection Company** shall not discuss the Services or Project, or matters pertaining thereto, with the public press, representatives of the public media, public bodies or representatives of public bodies, without **City's** prior written consent. **The Inspection Company** shall have the right, however, without the **City's** further consent, to include representations of Services among **Inspection Company's** promotional and professional material, and to communicate with persons or public bodies where necessary to perform under this Agreement.

11.3 The provisions of this Section 11 shall survive the expiration or earlier termination of this Agreement.

12. **Suspension and Termination of Services.** (i.) The **City** may direct **Inspection Company** to suspend, delay or interrupt Services, in whole or in part, for such periods of time as the **City** may determine in its sole discretion. The **City** may issue such directives without cause. The **City** will issue such directives in writing. Suspension of Services shall be treated as an excusable delay. (ii.) The **City** may terminate performance of the Services under this Agreement in whole, or from time to time in part, for default, should **Inspection Company** commit a breach of this Agreement, or part thereof, and not cure such breach within ten (10) calendar days of the date of the **City's** written notice to the **Inspection Company** demanding such cure. In the event the **City** terminates this Agreement for default, **Inspection Company** shall be liable to the **City** for all loss, cost, expense, damage and liability resulting from such breach and termination. (iii.) **Inspection Company** acknowledges and agrees that the **City's** Mayor and City Council may, in its own discretion, cancel, planned Projects or modify Project Schedules. The **City** may terminate performance of the Services under this Agreement in whole or in part, for convenience, whenever the **City** determines that such termination is in the **City's** best interest, such termination become effective three (3) business days after written notice of termination is provided by the **City** to **Inspection Company**. In the event the **City** terminates this Agreement for convenience, **Inspection Company** shall be entitled to recover its costs expended up to the termination plus reasonable profit thereon to the termination date, but may recover no other cost, damage or expense.

13. **Ownership of Work Product.** Any interest (including copyright interests) of the **Inspection Company** or its sub consultants, in studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic media) prepared by **Inspection Company** or its sub consultants at any time in connection with the Services, shall be, immediately upon its creation, the property of the **City** and delivered to the **City** within three (3) business days of the **City's** written request. To the extent permitted by Title 17 of the United States Code, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of the **City**. In the event that it is ever determined that any works and any former works created by **Inspection Company** or its sub consultants under this Agreement are not works for hire under U.S. law, **Inspection Company** hereby assigns to the **City** all copyrights to such works when and as created. With the **City's** prior written approval, **Inspection Company** may retain and use copies of such works for reference and as documentation of experience and capabilities.

## 14. Audit/Inspection of Records.

14.1 **Inspection Company** shall maintain all documents and records prepared by or furnished to **Inspection Company** during the course of performing the Services for at least three (3) years following completion of

the Services, except that all such items pertaining to hazardous materials shall be maintained for at least thirty (30) years. Such records include, but are not limited to, correspondence, internal memoranda, calculations, books and accounts, meeting minutes, report logs, accounting records documenting its work under its Agreement, and invoices, time records, payrolls, records and all other data related to matters covered by this Agreement. **Inspection Company** shall permit the **City** to audit, examine and make copies, excerpts and transcripts from such records within three (3) business days of the **City's** written request. The State of Georgia or any federal agency having an interest in the subject of Agreement shall have the same rights conferred to the **City** by this section. Such rights shall be specifically enforceable.

**15. Non-discrimination.** **Inspection Company** shall not discriminate against any employee or applicant for employment, nor against any subconsultant or applicant for a subcontract, based on of race, color, religion, age, sex, gender, actual or perceived sexual orientation, national origin, disability as defined by the ADA or veteran's status. To the extent applicable, **Inspection Company** shall comply with all federal, state and local laws (including, without limitation, **City** ordinances, rules and regulations) regarding non- discrimination, equal employment opportunity, affirmative action and occupational-safety-health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time. **Inspection Company** shall provide all information reasonably requested by the **City** to verify compliance with such matters. **Inspection Company** stipulates, acknowledges and agrees that the **City** has the right to monitor **Inspection Company's** compliance with all applicable non-discrimination requirements, and may impose sanctions upon a finding of a willful, knowing or bad faith noncompliance or submission of information known or suspected to be false or misleading.

**16. Disputes.** **Inspection Company** shall continue its work throughout the course of any dispute with the **City**, and **Inspection Company's** failure to continue work during a dispute shall be a material breach of this Agreement.

**17. No Special or Incidental Damages.** Notwithstanding any other provision of this Agreement, in no event shall the **City** be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

**18. Immigration Reform Compliance Requirement.** During the entire duration of this Agreement, **Inspection Company** must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code § 13-10-91 and § 50-36-1.

**19. E-Verify.** **Inspection Company** shall be required to be registered for and comply with Federal E-Verify requirements and the requirements of the Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-91. **Inspection Company** shall submit the required affidavit promulgated by the Georgia Department of Labor to affirm its compliance. "E-Verify" is an internet-based employment eligibility verification program, operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), that allows employers to electronically verify through an online government database the work eligibility of newly hired employees. E-Verify is administered by U.S. Citizenship and Immigration Services (USCIS).

**20. Statutory Worker's Compensation Insurance.** **Inspection Company** shall at their own expense keep in full force and effect during the term of this Agreement Statutory Worker's Compensation Insurance.

**21. Jurisdiction.** 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.

**22. No Third-Party Beneficiaries.** Except as expressly provided in this Agreement, nothing in this Agreement shall operate to confer rights or benefits on persons or entities not party to this Agreement. Time is of the essence in the performance of this Agreement.

**23. Entire Agreement.** This Agreement and any written modification shall represent the entire and integrated agreement between the parties hereto regarding the subject matter of this Agreement, shall constitute the exclusive statement of the terms of the parties' agreement, and shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of this

Agreement or written modification. All prior negotiations are merged into this Agreement and shall be inadmissible in any enforcement of this Agreement.

24. **No Waiver.** The granting of any payments, and any inspections, reviews, approvals or oral statements by any City representative, or certification by any governmental entity, shall in no way limit **Inspection Company's** obligations under this Agreement. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of this Agreement, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every provision hereof. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by the City's Mayor and City Council and **Inspection Company**.

25. **Statutes of limitation.** As between the parties to this Agreement, and except as otherwise provided in section 17 above any applicable statute of limitations for any act or failure to act shall commence to run on the date of the City's issuance of the final Certificate for Payment, or termination of this Agreement, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.

26. **Severability.** Any provision or portion thereof of this Agreement prohibited by, or made unlawful or unenforceable under any applicable law of any jurisdiction, shall as to such jurisdiction be ineffective without affecting other provisions or portions thereof of this Agreement. If the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement may be deemed to be a valid and binding agreement enforceable in accordance with its terms to the greatest extent permitted by applicable law.

27. **Inspection Company's Representations and Warranties.** **Inspection Company** warrants and represents that its inspectors and authorized subconsultants possess and, during the term of this Agreement, shall maintain and possess at all times such licenses and certifications in good standing as are and may be required under State or federal law for the performance of all Services, including but not limited to inspection services, required under this Agreement.

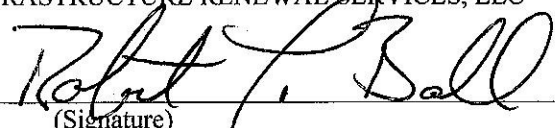
28. **Survival of Provisions.** Except as otherwise separately and expressly provided by the parties in writing, the provisions of this Agreement shall to the greatest extent practicable, survive any expiration or termination of this Agreement, and any completion of the Services.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day first mentioned above.

CITY OF CARTERSVILLE

INFRASTRUCTURE RENEWAL SERVICES, LLC

By: \_\_\_\_\_  
Matthew J. Santini, Mayor

By:   
(Signature)

Attested to:

Print Name: ROBERT T. BALL

By: \_\_\_\_\_  
Julia Drake, City Clerk

Title: PRESIDENT

## **LIST OF APPENDICES AND SCHEDULES**

Appendix A	Scope of Services
Appendix B	Payments to Inspection Company
Appendix C	List of Projects/Project Sites
Appendix D	Insurance

## **Appendix A**

### **Scope of Services**

- **Perform routine and additional construction services for the specified projects in accordance with normal construction standards.**
- **Ensure construction material and workmanship comply with approved drawings and specifications for each project.**
- **Maintain frequent and timely communication with project engineer and owner regarding daily construction progress and upcoming major and minor evolutions.**
- **Attend all construction progress meetings.**
- **Maintain regular work schedule as agreed with owner.**
- **Coordinate with project engineer to review and process appropriately all contractor pay applications, verifying quantities of material and work completed.**
- **Coordinate with inspection and testing services with testing sub-consultants.**
- **Provide regular payment applications to owner (monthly preferred).**

## **Appendix B Compensation**

### **Infrastructure Renewal Services, LLC Fee Schedule**

Senior Inspector	\$125.00/hr
Construction Inspector Level II	\$110.00/hr
Construction Inspector Level I	\$95.00/hr

\*Rates are subject to a 5% annual increase.



**Geotechnical Engineering  
Construction Materials Testing, Special Inspections, and  
Schedule of Fees**

Cartersville Water Plant Upgrades  
Cartersville, Georgia  
Geo-Hydro Proposal Number 241CWP.P0

**FIELD TESTING SERVICES**

**Soil, Concrete, and Miscellaneous Testing**

Engineering Technician, per hour.....	\$ 75.00
Senior Engineering Technician, per hour .....	\$ 80.00
Special Inspection Technician, per hour.....	\$ 85.00

**Steel Testing**

Structural Steel Inspector, per hour .....	\$ 150.00
Skidmore-Wilhelm Bolt Tension Calibrator., per day .....	\$ 100.00
Ultrasonic Flaw Detector, per day .....	\$ 150.00

**Coring - Pavement or Concrete**

Equipment Rental (generator & coring machine), per day.....	\$ 200.00
Diamond Bit Usage, per inch diameter, per lineal inch.....	\$ 3.00
Coring Technician, per hour .....	\$ 85.00

**Special Field Test Equipment**

Floor Flatness Test Equipment, per day .....	\$300.00
Windsor Probe, per shot .....	\$ 50.00
Nuclear Density Gauge, per day .....	\$100.00
Pavement Quality Indicator (PQI) Non-Nuclear Density Gauge, per day.....	\$100.00
StructureScan Mini all-in-one high-resolution GPR, per day.....	\$500.00
Thermal Imaging Camera, per day .....	\$300.00

NOTE: Above special field test equipment requires an operator billed at the appropriate hourly rate.

StructureScan Mini all-in-one high-resolution GPR, half day.....	\$1,000.00
<i>(Includes travel, operator, and report)</i>	
StructureScan Mini all-in-one high-resolution GPR, full day .....	\$2,000.00
<i>(Includes travel, operator, and report)</i>	

**NPDES SERVICES**

NPDES Inspection, per trip .....	\$ 200.00
Monthly Monitoring Report, each.....	\$ 200.00
Automatic Storm Water Sampler, per month .....	\$ 300.00
Turbidity Analysis, each .....	\$ 50.00

**PROFESSIONAL CONSULTING SERVICES**

Principal Engineer/Geologist, per hour .....	\$ 250.00
Senior Project Manager/Senior Registered Engineer, per hour.....	\$ 200.00
Project Manager/Registered Engineer, per hour.....	\$ 160.00
Special Inspection Professional, per hour .....	\$ 115.00
Staff Professional, per hour .....	\$ 115.00
Engineering Aide, per hour .....	\$ 85.00
Administrative Assistant, per hour .....	\$ 65.00

## Geotechnical Engineering Construction Materials Testing, Special Inspections, and Schedule of Fees

Cartersville Water Plant Upgrades  
Cartersville, Georgia  
Geo-Hydro Proposal Number 241CWP.P0

### LABORATORY TESTING SERVICES

#### Soil-Cement/Cement Treated Base Mix Design Testing

Mix Design with up to Three Cement Amendment rates, each.....	\$3,000.00
Proctor Compaction Tests (ASTM D558), each.....	\$ 300.00
Soil-Cement Specimens, Compressive Strength, per specimen .....	\$ 30.00

#### Soil & Graded Aggregate Base Material

Proctor Compaction Tests	
Standard (ASTM D-698), each .....	\$ 200.00
Modified (ASTM D-1557), each .....	\$ 250.00
Atterberg Limits (ASTM D-4318), each .....	\$ 125.00
Soil Particle Size Analysis with Hydrometer (ASTM D-422), each .....	\$ 200.00
Particle Size Analysis of Coarse Aggregate (ASTM C-136), each .....	\$ 200.00

#### Concrete, Grout, Mortar, and Masonry

Cylinders, Compressive Strength (ASTM C-39), per cylinder .....	\$ 25.00
Beams, Flexural Strength (ASTM C-78), each.....	\$ 30.00
Concrete Cores, Lab Preparation and Compressive Strength Testing, (ASTM C-42), each .....	\$ 75.00
Cube Specimens (2" x 2"), Lab Preparation and Compressive Strength Testing (ASTM C-109), each.....	\$ 20.00
Masonry Grout Compressive Strength, Lab Preparation and Compressive Strength Testing, (ASTM C-1019), each .....	\$ 25.00
Masonry Prisms, Lab Preparation and Compressive Strength Testing, (ASTM C 1314), each.....	\$ 200.00
Concrete Masonry Unit (CMU) Lab Preparation and Compressive Strength Testing, (ASTM C 140), each .....	\$ 200.00

#### Bituminous Materials

Bitumen Content & Gradation (ASTM D-2172; GDT-83), each.....	\$ 350.00
Core Density and Thickness Determination, each.....	\$ 45.00
For cores which require splitting add, each .....	\$ 15.00
Theoretical Voidless Density Determination (AASHTO T-209), each.....	\$ 300.00

### MISCELLANEOUS

Mileage, per mile.....	\$ 0.75
Authorized Ancillary Expenses.....	Cost + 15%

- Hourly rates are portal to portal. -All prices are quoted for services performed during a normal 8:00 a.m. to 5:00 p.m. work day (Monday through Friday). For services required outside of these hours or in excess of 8 hours per day (or on Saturday, Sundays and holidays), multiply unit rates by 1.5. A minimum charge of 4 hours will apply to all necessary weekend or holiday work.
- Unit prices/rates are subject to cost escalations of 6% every January 1 or six months from the date of the proposal (whichever is sooner).
- Expert witness testimony will be billed at a multiplier of 2.0 times the appropriate unit rate for all time spent in preparation, depositions, court appearances, etc.
- Prices are valid for 90 days from date of schedule.

## **Appendix C**

### **List of Project Sites**

**Site 1 Cartersville Water Pollution Control Plant**  
**102 Walnut Grove Road**  
**Cartersville, GA 30120**

**Site 2 Cartersville Water Treatment Plant**  
**237 Allatoona Dam Road**  
**Cartersville, GA 30120**

## **Appendix D Insurance**

**The minimum required insurance for Infrastructure Renewal Services, LLC shall be \$1,000,000 general liability policy, naming the City of Cartersville, Georgia as additional insured.**