

Task Release

THIS ___ day of _____ 2018, the undersigned Owner offers and the undersigned Engineer agrees to provide and perform services as identified herein (the “Work”) on a project identified herein (the “Project”) under the terms and conditions set forth herein and in a certain extension of **Master Agreement** for engineering services, No. 001, dated December 17, 2015, between the Owner and the Engineer (the “Master Agreement”) which is incorporated herein by reference and made a part hereof as if fully restated herein.

1. The Project:

1.1 This Task Release is for a Project described as:
Water System Improvements to serve Mountain Hideaway Subdivision

A. More specifically, the project includes the evaluation of the existing water system within the Mountain Hideaway Subdivision and the proposed improvements in order to provide adequate pressure and flow throughout the subdivision.

2. The Work:

2.1 Engineer shall provide the following Work on the Project as defined herein and as follows:

- A. Review of existing documentation as can be provided by the City.
- B. Review of current conditions, topography, home sites, etc. as it relates to the proposed improvements and adequate water service.
- C. Run fire flow analysis of existing water main feeding the subdivision.
- D. Provide a written description of the improvements that would be required in order to provide adequate service throughout the subdivision. Present this information to the City Council at a meeting, if requested.
- E. No design of the actual improvements will be provided as part of this proposal. If a full design is required then the engineering fees associated with the design, permitting, bidding, etc. would be provided in a subsequent task order.

3. The Engineer’s Representations:

3.1 The Engineer represents and warrants that it is fully and professionally qualified to act as the engineer for the Owner on the Project and is licensed to practice

engineering by all entities or bodies having jurisdiction over the Project and the Work. The Engineer represents and warrants that it shall maintain any and all licenses, permits or other authorizations necessary to act as the engineer for the Work.

- 3.2 The Engineer represents and warrants that it has become familiar with the Project site and the local conditions under which the Work, and any work of the Owner or the Owner’s other contractors based upon the Work, is to be performed.
- 3.3 The Engineer represents and warrants that it has obtained, reviewed, and carefully examined the Owner-Supplied Information for the Project.
- 3.4 The Engineer represents and warrants that it shall prepare all documents and things required by this Task Release in such a manner that all such documents and things shall be complete, accurate, coordinated and adequate for purposes intended, and shall be in conformity and comply with all applicable law, codes and regulations. The Engineer represents and warrants that, in performing the Work under this Task Release, it shall comply with all terms and conditions of the Master Agreement.

4. Contract Time:

- 4.1 Upon execution of this Contract and commitment by Owner of funds to complete the Project, Engineer will commence performance of its services hereunder, and will complete same within a time period mutually established between Owner and Engineer to meet Project schedules.

5. Contract Price:

Task	Description	Fee Basis
A	Water System Evaluation & Recommendation	\$ 3,500.00
B	Additional Engineering Contingency*	\$ 1,500.00
	(*not to be billed without approval from City)	
TOTAL FEE		\$5,000.00

Lump Sum fee amounts listed above shall not-exceed the amounts listed without prior written authorization.

Hourly rates for Additional Services are listed provided in the Master Agreement.

- 5.1 The Owner agrees to pay the Engineer for the Work described above the lump sum Contract Price of up to **Five thousand and 00/100 dollars (\$ 5,000.00)** for the agreed upon scope described herein.
- 5.2 **Reimbursable Expenses:** None expected for this project.
- 5.3 **Additional Services:** Additional services will be defined as Consulting and Design Engineering on any product or process not described in the scope herein or within the attached report. Additional services may include, but not be limited to, services provided for geotechnical reports, easement and/or property surveys, wetland delineation, permitting and mitigation, and assistance with resolving warranty issues after project acceptance. Additional services will be authorized by the Owner prior to performance and will be billed at the hourly rates shown on the attached schedule and shall be inclusive of overhead and fixed fee or by invoice from Carter & Sloope's sub-consultant.

6. The Primary Contacts:


- 6.1 The Engineer designates the following individual as its primary contact for day-to-day communications with the Owner under this Task Release:

Matt Smith 770-479-8782
 Name Phone

- 6.2 The Owner designates the following individual as its primary contact for day-to-day communications with the Engineer under this Task Release:

 Name Phone

WITNESS the signatures of the Owner's and the Engineer's authorized representatives placed on duplicate copies of this Task Release on the day and year first above written.

Carter & Sloope, Inc. ("Engineer")	City of Blue Ridge ("Owner")
 Signature	_____ Honorable Donna Whitener, Mayor
By: <u>Matt Smith, PE.</u> Printed name Title: <u>Senior Engineer</u> Date: <u>5/11/18</u>	Date: _____, 20__