

MASTER AGREEMENT FOR ENGINEERING SERVICES

This Master Agreement for Engineering Services (“Agreement”) dated this ____ day of _____, 2019, sets forth the terms and conditions under which the **CITY OF BLUE RIDGE** (the “Owner”) may from time to time engage and pay for the services of **CARTER & SLOOPE, INC.** (the “Engineer”), as provided herein. This Agreement shall be effective on the date above if signed by the Owner’s authorized representative.

Under this Agreement, the Owner and the Engineer intend to execute one or more Task Release establishing a specific project, scope of work, services, deliverables or work product, time for performance, compensation and other terms and conditions as provided in such Task Release. The terms and conditions of this Agreement shall apply to each Task Release issued pursuant hereto. In the event of any conflict or inconsistency between this Agreement and any provisions, terms or conditions of a Task Release, the provisions, terms and conditions of this Agreement shall supersede, control and prevail over the conflicting or inconsistent provisions of the Task Release.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and agreements set forth herein and for other good and valuable consideration, the sufficiency of which is herein acknowledged, the Owner and the Engineer agree as follows:

SECTION 1 **REPRESENTATIONS AND WARRANTIES**

1.1 Owner’s Reliance. In order to induce the Owner to execute this Agreement and any Task Release hereunder, and recognizing that the Owner is relying thereon, and without limiting or restricting any other representation or warranty set forth elsewhere in this Agreement, any Task Release or implied by law, the Engineer, by executing this Agreement, makes the following express representations and warranties to the Owner:

1.2 Qualifications. The Engineer represents and warrants that it is fully and professionally qualified to act as the engineer for the Owner and is licensed to practice engineering by all entities or bodies having jurisdiction in the state of Georgia. 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 full term of this Agreement or until final completion of any and all Work under any Task Release, whichever is later.

1.3 Project Familiarity. The Engineer represents and warrants that, prior to its signing of any Task Release, it will become familiar with the project site and the local conditions under which the Work identified in the Task Release is to be performed.

1.4 Scope and Compliance. The Engineer represents and warrants that it shall prepare all documents and things required by this Agreement or any Task Release in such a manner that all such documents and things shall be complete, accurate, coordinated and adequate for the purposes intended, and shall be in conformity and comply with all applicable law, codes and regulations.

1.5 Representations and Warranties Non-Exclusive. Nothing contained in Section 1 shall in any manner whatsoever supersede, limit or restrict any other representation or warranty set forth elsewhere in this Agreement or in any Task Release.

SECTION 2

DOCUMENTS INCORPORATED BY REFERENCE

2.1 Incorporated Documents. This Agreement includes, and incorporates by reference, the following documents: (i) the Engineer's hourly rates and reimbursable expenses schedule for all services to be performed pursuant to any Task Release (other than for a lump sum Contract Price) issued under this Agreement as set forth in Exhibit "A;" , (ii) the Engineer's insurance coverages as set forth in Exhibit "B" and (iii) the Owner's Special Stipulations attached hereto as Exhibit "C."

SECTION 3

THE WORK

3.1 Scope. The scope of work (the "Work") to be performed by the Engineer under this Agreement shall be described in a Task Release issued as separate documents. The Work shall be based on the Owner-Supplied Information, if any, as set forth in the Task Release.

3.2 Compliance with Agreement and Task Release. The Work shall include all engineering services for the project in strict conformity with all requirements of this Agreement and the Task Release.

3.3 Insurance. The Work shall include the furnishing of insurance required by this Agreement.

3.4 Labor and Supervision. The Work shall include the provision or furnishing of all labor and supervision required to prosecute and complete the Work.

SECTION 4
TERM OF THIS AGREEMENT AND CONTRACT TIME

4.1 Term. The term of this Agreement shall begin on the date on page one of this Agreement if signed by the Owner, and continue thereafter through thirty-six (36) months, subject to the terms of this Agreement for suspension or earlier termination.

4.2 Contract Time. The number of calendar days from the commencement date of the Engineer's Work under a Task Release through the date set for completion of the Engineer's Work under a Task Release shall constitute the "Contract Time" for such Task Release.

4.3 Commencement. The Engineer agrees to start performance of the Work under a Task Release promptly after the Owner signs the Task Release or as otherwise provided in the Task Release.

4.4 Time Is of Essence. All dates and limitations of time set forth in this Agreement, or in any Task Release, are of the essence.

SECTION 5
CONTRACT PRICE AND PAYMENTS

5.1 Contract Price. The Engineer agrees to perform the Work under each Task Release for the Contract Price agreed to and set forth in the Task Release.

5.2 Progress Payments. On or before the fifth (5th) day of each month after commencement of the Work under a Task Release, the Engineer may submit a separate progress invoice ("Progress Invoice") for each Task Release to the Owner's Representative on such form as the Owner may require, for the period ending the last day of the previous month. The Owner shall not review, process, or consider for payment any invoice or billing unless such Progress Invoice is on such form as the Owner may require. Each Progress Invoice shall be in such form and manner, and with such supporting data and content, as the Owner may require. In each Progress Invoice the Engineer may request payment for that part of the Contract Price representing all Work actually performed and due in accordance with the requirements of this Agreement and the Task Release.

5.2.1 Owner Review. The Owner shall review the Progress Invoice and may also review the Work performed under each Task Release to determine whether the quantity and quality of the Work is as represented in the Progress Invoice and is as required by this Agreement and the Task Release. The Owner shall determine and approve the amount, in the opinion of the Owner, properly owing to the Engineer.

5.2.2 Payment. The Owner shall make partial payments on account of the Contract Price for each Task Release to the Engineer within thirty (30) days following receipt and approval of the Engineer's fully completed Progress Invoice and all supporting documentation. The amount of each partial payment shall be the amount approved for payment by the Owner less such amounts, if any, otherwise owing by the

Engineer to the Owner for which the Owner shall have the right to withhold as authorized by this Agreement or the Task Release.

5.3 Final Payment. When all of the Work under a Task Release is finally complete, the Engineer shall notify the Owner in writing and submit an invoice for final payment (“Final Invoice”).

5.3.1 Final Inspection. Upon receipt of written notice from the Engineer that the Work under a Task Release is finally complete and receipt of the Final Invoice, the Owner shall make final inspection of the Work. If the Work is complete in full accordance with this Agreement and the Task Release, and all conditions precedent to payment contained in Subsection 5.3. or elsewhere in this Agreement or the Task Release are satisfied, the Owner shall approve final payment to the Engineer and the Engineer shall be entitled to the remainder of the unpaid Contract Price, less such amounts, if any, otherwise owing by the Engineer to the Owner for which the Owner shall have the right to withhold as authorized by this Agreement or the Task Release.

5.3.2 Time of Final Payment. The Owner shall make final payment of all sums due the Engineer within thirty (30) days after the requirements of Subsections 5.3.1 are satisfied.

5.4 Engineer’s Affirmative Representations. Each Progress Invoice and the Final Invoice shall be signed by the Engineer and shall constitute the Engineer’s affirmative representation of the following: (i) the Work under the Task Release has progressed to the level for which payment is requested; (ii) the Work under the Task Release has been properly performed in full accordance with this Agreement and the Task Release; (iii) the Engineer knows of no reason, including, but not limited to, compliance with federal or state laws, why payment should not be made as requested.

5.5 Hourly Rates and Reimbursable Expenses. The Owner shall compensate the Engineer for completion of the Work under the Task Release for an hourly rate or reimbursable expenses Contract Price based on Exhibit “A” hereto.

SECTION 6

ENGINEERING AND DESIGN RESPONSIBILITIES

6.1 Engineering and Design Services. The Engineer shall be fully and completely responsible for all of the Work under each Task Release. The Engineer shall furnish all engineers, designers, drafters, and other personnel necessary to complete the Work under each Task Release. The Engineer shall perform all engineering and design services described in, contemplated by, inferable from, or necessary or desirable to perform the Work under each Task Release including, if applicable under a Task Release, the development and generation of all Design Documents necessary for a specific project to be properly constructed by the Owner or the Owner’s other contractor(s) and used, operated and maintained by the Owner in accordance with all applicable federal or state laws, guidelines, requirements and standards. The Engineer

shall perform all engineering and design services required by any Task Release including all labor, materials, supervision, equipment, computers, documents, and all other things necessary for the performance of such services.

6.1.1 Quality. The Engineer shall be responsible for the professional quality, completeness, accuracy, and coordination of the Work under each Task Release. All Work performed by the Engineer under a Task Release shall meet all environmental, utility and other regulatory requirements.

6.1.2 Applicable Standards and Codes. In providing engineering and design services under any Task Release, the Engineer shall comply with the lawful requirements of all federal, state, and local authorities having jurisdiction over the Owner, the Engineer, the project and the project site. The Work performed by the Engineer under a Task Release shall meet all applicable requirements of building control laws and regulations in relation to the design, construction, occupation, and operation of the project including, but not limited to, environmental standards, utility standards, fire and safety regulations and requirements and compliance with all other applicable standards and codes.

6.2 Georgia Licensed Professional. The Engineer warrants that the all engineering and design services performed under this Agreement and each Task Release shall be supervised by a design professional duly licensed and registered to provide professional engineering services in the state of Georgia. The Engineer warrants that all engineering and design services under this Agreement and each Task Release shall be performed under a sound quality assurance and control program.

6.3 Design Documents. "Design Documents" means all the design documents developed or generated by or on behalf of the Engineer under this Agreement and each Task Release including, but not limited to, those for use in constructing any project by the Owner or the Owner's other contractor(s). Design Documents also include detailed plans, drawings, specifications, manuals, and related materials prepared by or on behalf of the Engineer.

6.4 Owner-Supplied Information. For a Task Release, the Owner may provide the Engineer with the Owner's project criteria, design parameters, budget and any other project or design-related information for the Engineer's use in performing the Work under the Task Release, which is collectively referred to in this Agreement and each Task Release as "Owner-Supplied Information." The Engineer shall carefully review, study, examine, and analyze such Owner-Supplied Information and promptly advise the Owner if such Owner-Supplied Information is insufficient, inadequate, incomplete, defective or deficient, and, if so advised, the Owner and the Engineer shall work together to cure, correct and remedy any such insufficiency, inadequacy, incompleteness, defectiveness or deficiency.

6.5 Owner's Review of the Work. The Engineer shall furnish and provide all Work identified in a Task Release to the Owner for periodic review or approval as required by the Owner.

6.5.1 Periodic Reviews. The Engineer shall enable and assist the Owner to conduct periodic reviews of the Engineer's Work and Work Product under each Task Release. The number and frequency of the Owner's periodic reviews shall be established in each Task Release. The Owner, in its sole discretion, shall have the right to require more and additional periodic design reviews upon notice to the Engineer.

6.5.2 Revisions. The Owner may direct the Engineer to revise any of the Work performed under any Task Release in order to conform to the Owner's objectives or other requirements. Any such revisions directed by the Owner shall not relieve the Engineer of its obligations unless, and only to the extent that, the Engineer promptly notifies the Owner in writing of any adverse impact on schedules, budgets, operational costs, operational performance, quality, safety, satisfaction of regulatory requirements, or other adverse impact that may result from such revisions.

6.6 Inspections and Testing by the Engineer. All inspection and testing specified in the Task Release, or required by any law or code, shall be performed by the Engineer as part of the Work under each Task Release.

6.7 Engineering Standard. The Engineer warrants that all Work performed under this Agreement and each Task Release shall be performed with the same degree of care, skill and diligence as is ordinarily possessed and exercised by a professional under similar circumstances.

6.8 Ownership of Work Product. The reports, recommendations, specifications, drawings, technical data, sketches and all other information developed by the Engineer or its subconsultants in connection with its performance under this Agreement or any Task Release (the "Work Product") shall be the property of the Owner. In entering into this Agreement and any Task Release, the Engineer transfers to the Owner all right, title, and interest, including the copyright, in and to the Work Product. This provision shall not act to transfer rights of owners of standard software or specification packages for which copyright is retained by the developer. All original technical data, evaluations, reports and other work product of the Engineer shall be delivered to Owner as a condition precedent to payment of the Final Invoice. The Engineer may retain one (1) copy of all Work Product for its permanent file.

6.9 Works for Hire. All Work Product originally prepared by the Engineer, and any of the architectural or engineering works represented thereon are "works made for hire" for the Owner under the Copyright Act of 1976, as amended. Upon creation, the Owner shall acquire all rights, title and interest in the Work Product and the architectural or engineering works represented thereon whether delivered to the Owner or not, but the Owner shall have no rights in the Engineer's proprietary software programs or proprietary data bases. The Engineer shall maintain all right, title and interest in its proprietary software programs and its databases. The Engineer hereby assigns, and will cause each of its subconsultants to assign, to the Owner all right, title and interest in any Work Product and the copyright therein. The Owner may reuse the Work Product at its discretion and risk on projects other than the project for which the Work Product

was generated, but the Engineer makes no warranties of any kind with respect to such reuse on other projects.

SECTION 7

SUSPENSION AND TERMINATION

7.1 Suspension and Reinstatement. The Owner reserves the right to suspend and reinstate execution of the whole or any part of the Work under any Task Release without invalidating the provisions of this Agreement or any Task Release. Suspension or reinstatement of the Work under any Task Release will be by written notice to the Engineer from the Owner. Suspension of Work under any Task Release shall not automatically entitle the Engineer to an increase in the Contract Price or a change in the Contract Time; however, the Engineer will be reimbursed for actual and unavoidable direct costs incurred by the Engineer as a result of such suspension and the Contract Time will be extended as required to compensate for any actual delay to the Work if, and only to the extent that, such delay is caused by such suspension.

7.2 Termination by Owner for Convenience. The Owner may, without cause or for any reason whatsoever, terminate this Agreement, or terminate the performance of the Work under any Task Release, for convenience. The Owner shall give written notice of such termination to the Engineer specifying the scope of such termination and date that termination becomes effective. Unless otherwise directed in writing by the Owner, the Engineer shall incur no further obligations in connection with the Work under any Task Release that is terminated, and the Engineer shall stop Work under any Task Release when such termination becomes effective. The Owner may direct the Engineer to assign the Engineer's right, title and interest to orders or subcontracts to the Owner or the Owner's designee; otherwise, the Engineer shall terminate outstanding orders and subcontracts and settle or otherwise resolve the liabilities and claims arising out of the termination of orders and subcontracts. The Engineer shall transfer title and deliver to the Owner all such completed or partially completed Work, including Work Product. The Engineer shall perform and engage in a formal checkout process with the Owner's Representative at the office of the Owner for purposes of completing all forms, submitting documentation, and providing the Owner any and all other information, items or things required by this Agreement or any Task Release that is terminated. The Engineer shall return to the Owner all of the Owner's property. When terminated for convenience, the Engineer shall submit a claim for termination payment to the Owner, as provided in Section 7.3, specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Owner.

7.3 Termination Payment. When terminated for convenience, if the Engineer submits to the Owner a timely, written claim for termination, and upon satisfaction of all conditions and requirements of the Engineer contained in Subsection 5 (unless such condition or requirement cannot reasonably be attained at that stage of the Work) the Owner shall pay the Engineer the following amount as the total and complete balance of the Contract Price: (i) contract prices for labor, materials, equipment and other services expended or incurred by the Engineer through the date of termination; (ii) reasonable and actual costs incurred in preparing to perform the terminated portion of the Work, and in terminating the Engineer's performance, provided, however, that no indirect costs or consequential damages shall be owed, due, or payable to the Engineer; and, (iii)

reasonable costs of settling and paying claims arising out of the termination or assignment of subcontracts or orders pursuant to Section 7. Any amounts payable under this Section 7.3 shall not include amounts already paid in accordance with other provisions hereof.

7.4 Termination by Owner for Cause. If the Engineer refuses or fails to prosecute the Work under any Task Release in a timely manner, supply enough properly skilled workers or supervisory personnel, or if the Engineer fails to make prompt payment to subconsultants or labor, or disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise violates this Agreement, then the Owner may by written notice to the Engineer, without prejudice to any other right or remedy, declare the Engineer in default and terminate this Agreement, or terminate the Work of the Engineer under any Task Release, for cause, specifying the date that termination becomes effective. In such event, the Owner may take possession of the Work under any Task Release, and of all Work Product related thereto, and may finish the Work under any terminated Task Release by whatever methods the Owner may deem expedient. The Owner may also exercise all rights, options and privileges of the Engineer under the Engineer's subcontracts and purchase orders pertaining to the Work under any Task Release, and the Engineer expressly covenants and agrees that it will promptly assign its rights thereunder to the Owner to the extent requested by the Owner. The Engineer shall perform and engage in a formal checkout process with the Owner for purposes of completing all forms, submitting documentation, and providing the Owner any and all other information, items or things required by this Agreement or any Task Release. The Engineer shall return to the Owner all of the Owner's property. In the event of a termination for cause, the Engineer shall not be entitled to receive any further payment until all of the Work under any terminated Task Release is finished. If the unpaid balance of the Contract Price for such terminated Task Release exceeds the cost of finishing the Work under the Task Release, such excess shall be paid to the Engineer. If such cost of finishing the Work under the Task Release exceeds the unpaid balance, the Engineer shall pay the difference to the Owner. In the event this Agreement or the Work of the Engineer under any Task Release is terminated by the Owner for cause pursuant to this Section 7.4 and it is subsequently determined by a court or arbitrator(s) of competent jurisdiction that such termination was without proper cause, erroneous, or wrongful, such termination must and shall be deemed a termination for convenience under Section 7.2 and the provisions of Section 7.3(i), (ii) and (iii) shall apply as the sole and exclusive measure of any and all damages to which the Engineer is, or may be, entitled to recover from the Owner, if any.

7.5 Termination by the Engineer. If the Owner fails to make payment of undisputed amounts due the Engineer within ninety (90) days of receipt of an acceptable invoice or otherwise fails to perform, the Engineer may give written notice of the Engineer's intention to terminate this Agreement, or any Task Release, setting forth the reasons for such termination. If the Owner fails to cure or submit a plan for cure within thirty (30) days after receipt of such notice by the Owner, the Engineer may give a second written notice, and seven (7) days after receipt of such second written notice by the Owner, the Engineer may terminate this Agreement or any Task Release. If so terminated, and provided that the Owner is determined to have breached this Agreement or any Task Release, as specified in Engineer's notice of termination, the Owner shall pay the Engineer, as the sole and exclusive measure of any and all damages to which the Engineer is, or may be, entitled to recover from the Owner, if any: (i) for all Work under

any terminated Task Release completed satisfactorily to the date of termination; (ii) proven direct loss sustained; and, (iii) reasonable costs of settlement(s) with subconsultants.

7.6 Survival. The Owner and the Engineer acknowledge and agree that the Owner's termination of this Agreement or the Work of the Engineer under any Task Release shall not limit, reduce, preclude or otherwise affect either the Owner's or the Engineer's right to enforce the provisions of this Agreement or any terminated Task Release, subject only to the time limitation at law or other limitations, conditions or requirements provided in this Agreement or any terminated Task Release, either (i) as to acts, omissions or breaches occurring before the effective date of such termination or (ii) as to the requirements, payments, procedures and measure of damages provided in this Section 7.

SECTION 8

ENGINEER AND SUBCONSULTANT INSURANCE REQUIREMENTS

8.1 General. The Engineer and all subconsultants shall maintain in full force and effect the insurance coverages and amounts set forth in Exhibit "B," and such insurance coverages and limits shall be and remain in full force and effect for the period of time for such insurance as specified in Exhibit "B."

8.2 Certificates of Insurance. Upon signing this Agreement, the Engineer must provide a certificate of insurance from the Engineer's insurer providing evidence that the insurance coverages and amounts specified in Exhibit "B," have been obtained from insurance companies reasonably acceptable to the Owner.

SECTION 9

COMMUNICATIONS

9.1 To Engineer. Any communications to the Engineer shall be directed to:

Carter & Sloope, Inc.
115 Woodland Way, Suite 120
Canton, GA 30114

Attention: Matt Smith, P.E.
Phone: 770-479-8782
Fax: 770-479-1884
msmith@cartersloope.com

9.2 To Owner. Any communications to the Owner shall be directed to:

City of Blue Ridge
480 West First Street
Blue Ridge, GA 30513

Attention: Donna Whitener
Title: Mayor
Phone: (706) 632-2091
Fax: (706) 632-3278
donna@cityofblueridgega.gov

With a copy to:

James A. Balli, City Attorney
376 Powder Springs Street, Suite 100
Marietta, Georgia 30064
jballi@slhb-law.com

9.3 Method. Written notices required by this Agreement shall be sent to the mailing addresses and personnel identified in this Section 9 by certified mail, return receipt requested. Nothing contained in this Section 9 shall be construed to restrict routine communications between representatives of the Engineer and the Owner by any reasonable means including U.S. Mail, facsimile, overnight delivery or electronically.

SECTION 10 **SUCCESSORS AND ASSIGNS**

10.1 Parties Bound. The Owner and the Engineer each binds itself to the other party to this Agreement and each Task Release hereunder.

10.2 Assignment. The Owner herein reserves the right, without the consent of the Engineer, to assign this Agreement or any Task Release, or any of the rights arising thereunder, in whole or in part. The Engineer, however, shall not assign this Agreement or any Task Release, or any of the rights arising thereunder, or any of the Engineer's rights, or delegate any of its duties (except as to subconsultants working under the Engineer's direct supervision and control), without the prior written consent of the Owner.

SECTION 11 **NO THIRD-PARTY BENEFICIARIES**

11.1 No Third-Party Rights. This Agreement and each Task Release is made for the benefit of the parties hereto and confers no third-party beneficiary rights on any third party including, but not limited to, any subconsultant, materialman, supplier or vendor.

SECTION 12. **ENTIRE AGREEMENT**

12.1 No Oral Statements. It is understood and agreed that the written terms and conditions of this Agreement, or of any Task Release issued hereunder, shall supersede all oral statements or oral representations made by any party to this Agreement that relate to the subject matter of this Agreement or of any Task Release issued hereunder, and that no oral statement or oral representation shall be effective or be construed as being part of this Agreement or of any Task Release issued hereunder.

SECTION 13
OWNER'S AUDIT RIGHTS

13.1 Audit and Retention. All documents relating in any manner whatsoever to the Work performed pursuant to this Agreement or any Task Release, or any portion thereof, which are in possession of the Engineer, or any sub-consultant, shall be made available to the Owner and its designated representatives for audit, inspection, and copying upon written request by the Owner. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, invoices, receipts, charges, checks and other writings or Work Product, or any of the billings and invoices submitted by the Engineer to the Owner. The Engineer, and its subconsultants, shall maintain and protect these documents for no less than six (6) years after completion of the Work under this Agreement or any Task Release, or for such longer period of time as may be required by law or good engineering practice, and shall make such documents available to the Owner and its designated representatives for such period of time. In the event any audit of said documents reflects that the Owner was charged for any sum in excess of the amount due under this Agreement or any Task Release, the Contract Price will be adjusted, or the Engineer shall promptly reimburse the Owner for said excessive charges, or both.

SECTION 14
INDEPENDENT CONTRACTOR

14.1 Independent Contractor. The Engineer shall be an independent contractor to the Owner. The Owner and the Engineer agree that in the performance of the Work under this Agreement or any Task Release, the Engineer shall not perform any act or make any representation that the Engineer is the agent of the Owner without the express and written authority of the Owner.

14.2 No Other Relationship. Nothing contained in this Agreement or any Task Release shall create, or be interpreted to create, any partnership, joint enterprise or joint venture between the Owner and the Engineer.

SECTION 15
GOVERNING LAW

15.1 State of Georgia. This Agreement shall be governed by the laws of the State of Georgia and any applicable federal law.

SECTION 16
OWNER'S SPECIAL STIPULATIONS

16.1 The Owner's special stipulations, attached to this agreement at "Exhibit C", are hereby incorporated by reference into this agreement. In the event of a conflict between the terms of the

special stipulations and the terms of this agreement, then the terms of the special stipulations shall control.

IN WITNESS WHEREOF, this Agreement is signed by the duly authorized representatives of the parties.

CITY OF BLUE RIDGE
(Owner)

Honorable Donna Whitener

Mayor
Title

Date

CARTER & SLOOPE, INC.
(Engineer)


Matt Smith, PE

Senior Engineer
Title

1/3/17
Date

Attest:

Name

Title

EXHIBIT "A"
to
MASTER AGREEMENT
FOR
ENGINEERING SERVICES

Hourly Rates and Reimbursable Expenses Schedule

Principal	\$185.00/Hour
Senior Professional Engineer II	\$175.00/Hour
Senior Professional Engineer I	\$160.00/Hour
Project Engineer VI	\$150.00/Hour
Project Engineer V	\$140.00/Hour
Project Engineer IV	\$130.00/Hour
Project Engineer III	\$120.00/Hour
Project Engineer II	\$110.00/Hour
Project Engineer I	\$100.00/Hour
Staff Engineer	\$ 90.00/Hour
Project Manager IV	\$155.00/Hour
Project Manager III	\$145.00/Hour
Project Manager II	\$135.00/Hour
Project Manager I	\$125.00/Hour
Design Technician III	\$ 95.00/Hour
Design Technician II	\$ 85.00/Hour
Design Technician I	\$ 75.00/Hour
CADD Drafter	\$ 70.00/Hour
Construction Observer II	\$ 90.00/Hour
Construction Observer I	\$ 70.00/Hour
Administrative Support Staff III	\$ 75.00/Hour
Administrative Support Staff II	\$ 65.00/Hour
Administrative Support Staff I	\$ 55.00/Hour
Subcontract Consultants	Actual Cost X 1.15

Reimbursable Expenses Schedule

Direct project expenses incurred for the project for printing, shipping, and blueprinting will be included in the hourly rates shown above and will not be billed separately.

EXHIBIT "B"
to
MASTER AGREEMENT
FOR
ENGINEERING SERVICES

Engineer's Insurance Coverages
(See Section 8 of this Agreement)

Type of Insurance	Coverage Limits
Workers' Compensation Employer's Liability	(Statutory) \$1,000,000.00 per occurrence
Comprehensive General Liability Including Contractual Liability, Bodily Injury and Property Damage Owner is named as additional insured	\$1,000,000.00 per occurrence \$2,000,000.00 annual aggregate
Comprehensive Auto Liability, Including hired and non owned Owner is named as additional insured	\$1,000,000.00 per occurrence
Umbrella Liability Insurance Covering Comprehensive General Liability and Comprehensive Auto Liability Owner is named as additional insured	\$5,000,000.00 annual aggregate
Professional Liability insurance	\$1,000,000.00 per occurrence \$2,000,000.00 annual aggregate

All insurance shall be maintained in full force for four (4) years after completion of all services under, or the termination of, this Agreement or any Task Release.

EXHIBIT “C”
to
MASTER AGREEMENT
FOR
ENGINEERING SERVICES

Owner’s Special Stipulations which apply to any contract or work performed by Engineer or for which Engineer provides any services under this Agreement.

The drawings, specifications and other documents or things prepared or approved by the Engineer for the Project or as part of the Work shall become and be the sole property of the Owner (“Contract Documents.”). The Engineer shall be permitted to retain copies thereof for its records and for its future professional endeavors. The Contract Documents or things are not intended by the Engineer for use on other projects by the Owner or others. Any reuse by the Owner without the written approval of the Engineer, shall be at the sole risk of the Owner and the Owner shall indemnify and save harmless the Engineer from any and all liability costs, claims, damages, losses and expenses, including attorneys’ fees, arising out of, or resulting from, such reuse; provided however, that this agreement to indemnify and save harmless shall not apply to any reuse of documents retained by, or through, the Engineer, its permittees or any contractor.

The Owner’s review or approval of any documents prepared by the Engineer or its consultants shall be solely for the purpose of determining whether such documents are generally consistent with the Owner’s construction program and intent. No review or approval of such documents shall relieve the Engineer of its responsibility for the accuracy, adequacy, fitness, suitability, legality and coordination of the Work or the Contract Documents.

The Engineer warrants and represents that the Contract Documents are reasonably accurate, coordinated and adequate for construction and are in conformity and comply with all applicable federal or state laws, codes and regulations.

Notwithstanding any other provision herein, the Engineer shall not be liable for construction means, methods, techniques, safety procedures or sequences except to the extent any such means, methods, techniques, safety procedures or sequences are specified by the Engineer in the Contract Documents.

The Engineer shall carefully inspect the Work of any contractor whenever and wherever appropriate and no less frequently than once each week. If, however, in the opinion of the Engineer, inspections more frequently than once each week are required to protect the Owner's interest, the Engineer shall so notify the Owner in writing, and the Owner may elect to require the Engineer to make more frequent Project inspections for which the Engineer shall be compensated. It is expressly agreed that the inspections required by this Paragraph are in addition to any and all other inspections which may be required elsewhere in this Agreement. The purpose of the inspections required by this Paragraph is to determine the quality, quantity and progress of the Work in comparison with the requirements of any construction contract. In making such inspections, the Engineer shall exercise care to protect the Owner from defects and deficiencies in the Work, from unexcused delays in the schedule and from overpayment to any contractor. Following each such inspection the Engineer shall submit a written report of such inspection, together with any appropriate comments or recommendations, to the Owner.

The Engineer shall reject Work which does not conform to the Contract Documents unless directed by the Owner, in writing, not to do so. Any such rejection shall be in writing in a form acceptable to the Owner and shall be copied to the Owner. The rejection shall also cite the

specific contract provisions or provisions violated by any contractor. Whenever, in the Engineer's opinion, it is necessary or advisable, the Engineer shall require special inspection or testing of the work in accordance with the provisions of any construction contract whether or not such Work is fabricated, installed or completed.

The Engineer shall determine amounts owed to any contractor based upon inspections of the Work, evaluations of any contractor's rate of progress in light of remaining contract time and upon evaluations of any contractor's Applications for Payment, and shall issue Certificates for Payment to the Owner in such amounts. Prior to its certification of any Application for Payment, however, the Engineer shall first consult with the Owner and provide the Owner with ample opportunity to review and comment upon same. The Engineer shall have the right and the obligation to amend any Certificate of Payment previously executed if necessary to protect the interest of the Owner. The issuance of a Certificate of Payment shall constitute a representation by the Engineer to the Owner that the Engineer has made an inspection of the Work and, that the Work has progressed to the level indicated, that the quality of the Work meets or exceeds the requirements of any construction contract, and that, to the best of knowledge, information and informed belief of the Engineer, any contractor is entitled to payment of the amount certified.

The Engineer shall review and approve, or take appropriate action upon, the contractor's submittals such as Shop Drawings, Product Data and Samples and the like. Approval by the Engineer of any contractor's submittal shall constitute the Engineer's representation to the Owner that such submittal is in conformance with any construction contract and under no circumstances shall the Engineer approve any Shop Drawing, Product Data or Sample which is not in conformity with all requirements of any construction contract without prior written

approval of the Owner. Approval of such items shall be taken with reasonable promptness so as to cause no delay to any contractor or any project.

Approval of the Contractor's Schedule of Values

Upon receipt, the Engineer shall carefully review and examine any contractor's Schedule of Values, together with any supporting documentation or data which the Owner or the Engineer may require from any contractor. The purpose of such review and examination shall be to protect the Owner from an unbalanced Schedule of Values which allocates greater value to certain elements of the Work than is indicated by such supporting documentation or data or, than is reasonable under the circumstances. If the Schedule of Values is found to be inadequate, and unless the Owner directs the Engineer to the contrary in writing, the Schedule of Values shall be returned to any Contractor for revision. Any making such examination, if the Schedule of Values is found to be appropriate as submitted, or if necessary as revised, the Engineer shall sign the Schedule of Values thereby indicating its informed belief that the Schedule of Values constitutes a reasonable, balanced basis for payment of the contract price to any contractor. The Engineer shall not sign such Schedule of Values in the absence of such belief unless directed to do so, in writing, by the Owner.

The Engineer's Personnel

The Engineer shall assign only qualified personnel to perform any service concerning any project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those functions indicated:

NAME	FUNCTION
Matt Smith, PE	Project/Client Management
Kurt McCord, PE	Engineering Design

John Stover, LA

Engineering Design

Brittany Bradley, EIT

Project Engineer, Design Assistant

Mark Hain, EIT

Project Engineer, Design Assistant

Indemnification

The Engineer shall indemnify and hold harmless the Owner from and against all liability, claims, losses, costs, attorneys' fees, expert witness fees, all litigations costs, and all other expense arising out of, or resulting from, any negligence of the Engineer or from the Engineer's breach of any term or condition of this Agreement. In the event the Owner is alleged to be liable on account of alleged acts or omissions, or both, of the Engineer, the Engineer shall defend such allegations through mutually agreeable counsel and the Engineer shall bear all costs, fees and expenses of such defense.

Choice of Law and Venue

This Agreement shall be governed by the law of the State of Georgia. Any legal action under this Agreement filed by either the Engineer or the Owner shall be filed in the Superior court of Fannin County, Georgia. The Engineer expressly agrees that it shall be subject to the jurisdiction and venue of said Court for any such action.

Engineer will provide an affidavit in compliance with the Georgia Security and Immigration Compliance Act, being an affidavit for electronic verification of work authorization programs.

Owner, in Owner's discretion, may mediate, or arbitrate, any dispute arising under this Agreement. Owner is under no obligation to mediate or arbitrate, or both, any dispute arising under this Agreement. Owner shall have the right to resolve any dispute arising under this Agreement pursuant to litigation in a court of competent jurisdiction.