

City of Blue Ridge

Task Release No. 33 Under  
Master Engineering Services Agreement  
Between the City of Blue Ridge and  
Carter & Sloope, Inc.

**Task Release**

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THIS \_\_\_ day of \_\_\_\_\_ 2021, 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 January 8, 2019, 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:

*Railroad Culvert Replacement*

A. More specifically, the project includes the replacement/upgrade of the existing concrete culvert under the railroad tracks between Ada Street and East Main Street north of the City parking lot.

**2. The Work:**

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

A. Run hydraulic calculations to properly size the culvert for current storm drainage conditions, prepare plan sheet and supporting documentation for approval by railroad, request proposals from contractors to provide the labor and materials required for the culvert replacement, and presentation to Council with recommendation.

B. US Army Corps of Engineers permitting to be performed by others. This work is not included in our proposal.

2.2 Proposal Phase:

A. Assist the City with acquiring multiple proposals from contractors for the replacement of the culvert, evaluation of those proposals, and preparing a recommendation of award letter to Council.

2.3. Construction Phase:

A. Schedule, attend and lead a preconstruction conference between *City of Blue Ridge* representatives, the railroad, and the selected contractor.

- B. Provide periodic construction review and assess construction quality and progress. Periodic construction review is estimated to be one review per week.
- C. Review contractor's pay estimates and make recommendations for payment.
- D. Conduct a pre-final inspection of the contractor's work with owner's and railroad's representatives to determine if work is substantially complete and prepare a punch-list of items to be corrected, if necessary.
- E. Provide final construction review and close-out.

**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.



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>Vice President</u> Date: 6/15/21	Date: _____, 2021