

**CITY OF SKY VALLEY
RABUN COUNTY, GEORGIA
ENGINEERING SERVICES AGREEMENT
WITH RINDT-MCDUFF ASSOCIATES, INC.**

This **ENGINEERING SERVICES AGREEMENT** (the "Agreement") is made and entered into this 25th day of FEB., 2014 by and between the **City of Sky Valley, Rabun County, Georgia** (the "Client") and **Rindt-McDuff Associates, Inc.** (the "Engineer"). The purpose of this Agreement is for the Engineer to provide engineering support services to the Client as the Client may request.

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

1. Operation of this Agreement

This Agreement shall function as follows: **Hourly Work** - This Agreement provides for projects or activities that do not have a clearly defined scope-of-work or that may be considered to be short-term or miscellaneous ("Hourly Work"). Compensation for this Hourly Work will be invoiced monthly by the Engineer at the Engineer's Standard Rates (Attachment A). Compensation for Development Plan review will be invoiced monthly by the Engineer at the Engineer's Standard Rates (Attachment B). The Engineer's Standard Rates shall remain constant for the first year of this Agreement. After the first year and upon renewal date of this agreement, the Engineer may submit a cost increase for approval by the Client. Each Hourly Rate invoice will contain a detailed account of all time and expenses charged.

2. Anticipated Consulting Engineering Services.

The Engineer shall provide professional services to the Client in the form of project management and consulting engineering services, from time to time, as requested by Client. Examples of General Consulting Engineering Services may include, but are not limited to, the following:

- 2.1 Development plan review, transportation consulting, design of roadways, design of storm drainage and treatment facilities, design of water distribution, storage and treatment facilities, design of waste water collection, pumping and treatment facilities, design of recreational facilities, construction management, and other similar activities.
- 2.2 Technical advice and guidance to the Client.
- 2.3 Assistance in responding to request for assistance from Client staff.
- 2.4 Addressing of drainage problems, issues, and concerns.

- 2.5 Assistance with storm water management, including analyzing/implementing local regulations, staying familiar with Client, State, and Federal requirements, NPDES reporting, and other related items.
- 2.6 Design of water distribution, storage and treatment facilities.
- 2.7 Design of waste water collection, pumping and treatment facilities.
- 2.8 Design of recreational facilities.
- 2.9 Preparation of reports, concepts and/or preliminary designs for grant applications or projects.
- 2.10 Assistance with construction project management including, but not limited to, cost-estimating, preparation of construction documents, bid management, review of contractor qualifications, review construction for quality control and performance, review contractor invoices, and other related construction management activities.
- 2.11 Any other services that may be deemed necessary by the Client.

3. Engineering Team

The engineering team that has been assigned to provide the consulting engineering services include:

- **Project Manager (Project Manager II): Robert M. Simmons, P.E.**
The project manager will interface with the client and the engineering team to insure that the client's needs are satisfied. The project manager will prepare all reports, studies, project technical specifications, contract documents and will provide all necessary construction administration. Issues regarding non-technical aspects of the project should be directed to the project manager.
- **Designer / CAD Specialist (CADD Designer II): Gil Cordle**
The designer / CAD specialist will be responsible for the preparation of the project design/technical drawings and exhibits.

The engineering team will be invoiced on an hourly rate basis in accordance with the enclosed Attachment A.

4. Compensation

- 4.1 The Engineer will invoice monthly as described above. The Engineer's approved invoices will be paid by the Client within forty-five days of receipt.

- 4.2 The Engineer's labor category unit rates are included in Attachment "A." In addition to the customary overhead items, the following costs are specifically defined as an overhead charge, and therefore, there shall be no additional charge to the Client for these costs: telephone charges, computer expenses, and routine expendable/office supplies. Other expenses and mileage will be billed at the rate shown in Attachment "A."

5. Changes in Work and Extensions of Time

- 5.1 Client's Right to Order Changes. Changes in the Design Services or the Work within the general scope of a project, consisting of additions, deletions, revisions or any combination thereof, may be ordered unilaterally by Client without invalidating the Contract. Such changes shall be communicated by written notice. Engineer shall proceed diligently with any changes, and same shall be accomplished in strict accordance with the following terms and conditions as set forth in this Section. Change Orders may be initiated at the request of the Engineer.
- 5.2 Upon the occurrence of a change in Project scope or time as set forth in Subsection 6.1 above, the Price will thereafter include such Cost of the Work and Services attributable to such change. Any extension of the Contract Time requested by the Engineer for performance of any change in the Design Services or the Work ordered by the Client may be granted by mutual agreement and then set forth in writing. Otherwise, extensions of the Contract Time must be requested by the Engineer, and any such request for extension of the Contract Time shall be subject to all provisions of this Agreement.

6. Ownership of Documents

The Design Documents and the Contract Documents, including but not limited to, the drawings, specifications and other documents or things prepared by the Engineer for the Work, shall immediately become and be the sole property of the Client. Any documents furnished by the Client shall remain the property of the Client. The Engineer may be permitted to retain copies of the Design Documents and Contract Documents and any documents furnished by the Client for its records unless otherwise notified to the contrary in writing by the Client; provided, however, that in no event shall the Engineer use, or permit to be used, any portion or all of such documents on other projects without the Client's prior written authorization. The engineer shall provide an electronic copy and/or a hard copy of all work products, requested by the Client when requested to do so.

Any reuse by the Client, or by third parties at the Client's direction, of the Engineer's Design Documents and Contract Documents (for projects that were not originally contemplated by the Engineer) without the written approval of the Engineer, shall be prohibited.

7. Invoicing and Terms

The Engineer will invoice on a monthly basis based according to our standard rates detailed in Attachment A, as appropriate. Our invoices will describe, in general, the work done for that period. Standard Contract Conditions are described in Attachment B and attached to this proposal, as part of our contract.

Executed by the parties' duly authorized representatives as indicated by their signatures below:

CLIENT:
CITY OF SKY VALLEY

ENGINEER:
RINDT-McDUFF ASSOCIATES, INC.

BY: 
Hughel Goodgame

BY: 
Robert M. Simmons, P.E.

TITLE: Mayor

TITLE: Project Manager



ATTACHMENT A
RATE SCHEDULE - RINDT-MCDUFF ASSOCIATES, INC.

Admin/Clerical I	\$55.00
Admin/Clerical II	\$65.00
Environmental Specialist I	\$70.00
Environmental Specialist II	\$80.00
Environmental Specialist III	\$90.00
Environmental Specialist IV	\$100.00
Construction Inspector I	\$75.00
Construction Inspector II	\$80.00
Construction Inspector III	\$85.00
Construction Inspector IV	\$95.00
Construction Manager	\$125.00
CADD Designer I	\$80.00
CADD Designer II	\$85.00
CADD Designer III	\$100.00
Senior Designer	\$115.00
Engineer I	\$90.00
Engineer II	\$100.00
Engineer III	\$105.00
Engineer IV	\$115.00
Engineer V	\$125.00
Engineer VI	\$130.00
Project Manager I	\$120.00
Project Manager II	\$130.00
Project Manager III	\$145.00
Principal Manager	\$155.00
Senior Principal	\$165.00
Expenses	
Mileage	Current IRS Rates
Per Diem	\$35.00
Other Direct Charge Mark up	15%

Good Through Calendar Year 2014

ATTACHMENT B
RINDT-MCDUFF ASSOCIATES, INC.

STANDARD CONTRACT CONDITIONS

TRANSFER OF RIGHTS HEREUNDER

It is agreed that the Client and Rindt-McDuff Associates, Inc. (Consultant) each binds itself and themselves, its or their successors, executors, administrators and assigns to the other party to this Agreement and to its or their successors, executors and assigns in respect to all covenants of this Agreement. Neither of the parties hereto shall assign, sublet or transfer its or their interest in this Agreement without prior written consent of the other party hereto.

CREDIT APPROVAL, STOP WORK AND HOLDING WORK PRODUCT

Contract contingent upon credit approval. Consultant may "stop work" on Client's project if Consultant's invoices have not been paid within 45 days of the date of issuance. All of Consultant's Work Product may be held by Consultant until Consultant has been paid in full for the Work.

TERMINATION

This Agreement may be terminated in whole or part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party; provided, that no such termination may be effected unless the other party is given (a) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (b) an opportunity for consultation with the terminating party prior to termination. If the Client decides to terminate this Agreement, the Client shall reimburse the Consultant for all equipment, devices, and material installed at the Consultants cost plus interest (0.8% per month) since the date of installation.

REMEDIES

All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including but not limited to breach thereof, shall be referred to mediation under the then current Construction Industry Mediation Rules of the American Arbitration Association prior to any recourse to arbitration or a judicial forum.

CONSULTANT'S STANDARD OF CARE

The consulting services provided on this project will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No additional warranties are provided either express or implied unless agreed to in writing.

LIMIT OF LIABILITY

The Client agrees to limit the Consultant's liability on the project, including its agents and employees, due to the Consultant's negligent acts, errors or omissions, such that the total aggregate liability of the Consultant shall not exceed \$50,000 or the Consultant's total fee for services rendered on this project, whichever is less. However, at Client's discretion, the Consultant's limit of liability may be increased to \$1,000,000. The consideration to the Consultant for such increase will be a ten percent (10%) increase in the fee(s) proposed herein. If the Client desires to have the \$1,000,000 limit of liability, along with the increased fees, please initial the box at the end of this paragraph.

HOLD HARMLESS

The Client agrees to indemnify and hold harmless the Consultant, its principals, employees and agents against any claims arising out of the project based in whole or in part by the conduct or actions of the Client. The Consultant agrees to indemnify and hold harmless the Client against the negligent acts of the Consultant to the extent provided above. To the extent that the proposed services of the Consultant are for design which does not include construction phase services such as the review or site observation of the contractor's work or performance and the review of shop drawings, then the Client agrees to defend, indemnify and hold harmless the Consultant from any claim or suit whatsoever, including but not limited to all payments, expenses or costs involved, arising from or alleged to have arisen from the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents.

PAST DUE PAYMENTS

Payment is due upon the presentation of invoice and is past due thirty (30) days from the invoice date. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, whichever is less, on past due accounts.

SAFETY

Should the Consultant provide observations or monitoring services at the job site during construction, Client agrees that, in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and compliance with OSHA regulations.

EXCLUSIONS

Specifically excluded from the Consultant's responsibility are the following:

- Actual, alleged or threatened pollution damages; that being damages caused by the release of solids, liquids or gases which cause environmental damages or require cleanup.
- Fines or penalties.
- Consultant's advice on bonds or insurance.
- Damages arising from handling or disposal of asbestos, asbestos containing materials, or hazardous waste in any of its various forms, as defined by the Environmental Protection Agency.
- Project cost estimates.