

RESOLUTION

#26-51

A RESOLUTION BY THE MAYOR AND COUNCIL OF THE CITY OF DUBLIN TO APPROVE AND ACCEPT THE TERMS AND CONDITIONS OF A PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES FOR THE DESIGN OF THE HEADWORKS IMPROVEMENT PROJECT AT THE WASTEWATER TREATMENT FACILITY WITH THOMAS AND HUTTON ENGINEERING; TO AUTHORIZE THE EXECUTION OF DOCUMENTS FOR THE ACCEPTANCE AND ADMINISTRATION OF THE SAME; TO AUTHORIZE THE CITY MANAGER TO APPROVE AMENDMENTS FOR ADDITIONAL SERVICES AS NEEDED TO COMPLETE THE DESIGN OF THE PROJECT; TO SET AN EFFECTIVE DATE; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the City of Dublin, Georgia (the "City") operates and maintains a wastewater treatment facility on Riverview Drive which requires substantial upgrades and improvements; and

WHEREAS, the City of Dublin submitted a project for grant funding to improve the headworks at the Wastewater Treatment Facility and said project was approved to be partially funded with State Economic and Infrastructure Development Grant (SEID) funds, (the "Project"); and

WHEREAS, in order to complete the project, engineering design work must be performed and Thomas and Hutton Engineering has submitted a proposal for professional design services for the Project, a copy of the proposal being attached hereto as Exhibit "A"; and

WHEREAS, the Mayor and Council find the terms of said proposal acceptable and additionally find it in the best interest of the City to accept the terms and conditions of the proposal and desire to authorize the City Manager, or his designee, to execute documents, approve expenditures, including change orders, and administer the contract for services in the best interest of the City.

THEREFORE, NOW BE IT RESOLVED BY THE MAYOR AND COUNCIL that the Terms and Conditions of the Proposal, substantially in the form as attached hereto as Exhibit "A" are accepted and approved and the Mayor is hereby authorized and directed to execute the same in the name of and on behalf of the City of Dublin, Georgia, subject to such insertions, deletions, or revisions as deemed appropriate by him on the recommendation of the City Manager, the execution of the same being conclusive evidence of acceptance of the same.

BE IT FURTHER RESOLVED that the City Manager or his designee is hereby authorized to approve such additional services as may be necessary and deemed

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appropriate by him to complete the design of the Project without further action from the City Council; and that all acts actions of the City, its officers, staff, and employees in connections with the execution, delivery, and performance of the proposal are hereby approved, ratified, and confirmed.

BE IT FURTHER RESOLVED that the City Manager is authorized to approve expenditures, including change orders, for the project without further authorization from the Mayor and Council and all actions in furtherance of the Project are hereby ratified and approved.

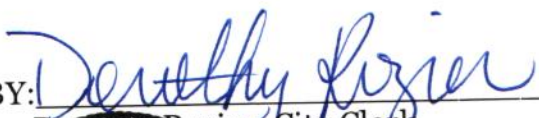
BE IT FURTHER RESOLVED that the City Manager, shall administer the work performed pursuant to the proposal in the best interest of the City and take any and all such action as may be deemed appropriate by him to fulfil the purposes of this Resolution, including termination, modification, or extension of the terms of the proposal, all in consultation with the City/Staff Attorney, and the Mayor may execute and deliver any document required therefore on behalf of the City without further action from the Council.

SO RESOLVED by the Mayor and Council of the City of Dublin this 20th day of August, 2026.

CITY OF DUBLIN, GEORGIA

BY: 
Joshua E. Kight,
Mayor

ATTEST:

BY: 
Dorothy Rozier, City Clerk





August 17, 2026

Mr. Josh Powell
City Manager
City of Dublin
Post Office Box 690
Dublin, GA 31040

Re: WWTF – Headworks Improvements
City of Dublin, GA
Letter Agreement for Services

Dear Mr. Powell:

Thank you for requesting our engineering services for Headworks Improvements at the Dublin Wastewater Treatment Facility. The project will consist of replacing the existing coarse mechanical bar screens with similar units and replace the existing four (4) influent pumps and motors with VFD controls as well as the horizontal piping and valves to each.

Our services will consist of the General Consulting, Preliminary Design, Final Design, Permitting, and Construction Phases, as set forth in the General Provisions and supplemental exhibits attached hereto, and such additional services as you may request during the course of the Project. We understand that you will furnish Thomas & Hutton with full information as to your requirements, including any special or extraordinary considerations for the Project and will make all pertinent existing data available to us.

Payment for our services will be as described in the attached General Provisions. You will be billed monthly for our services rendered and for Reimbursable Expenses.

We propose that payment for our services will be as follows:

Phase	Fee Structure	Fee or Time & Expense Budget
General Consulting:	Time & Expense – Budget	\$ 2,500.00
Preliminary Design:	Lump Sum	\$ 30,000.00
Final Design:	Lump Sum	\$ 23,000.00
Permitting:	Lump Sum	\$ 6,500.00
Construction Phase Services:	Lump Sum	\$ 18,000.00
Reimbursable Expenses:	Time & Expense – Budget	\$ 2,000.00
Additional Services:	Time & Expense – See "Consulting Services Rate Sheet"	

The above fee arrangements are based on prompt payment of our invoices and the orderly and continuous progress of the Project through completion.

It is necessary that you advise us in writing at an early date if you have budgetary limitations for the overall Project cost or Construction Cost. We will endeavor to work within those limitations. At appropriate times during the Design Phase, we can submit to you our opinions as to the probable

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Construction Cost of the Project. We do not guarantee that our opinions will not differ materially from bids or negotiated prices.

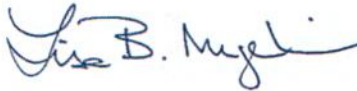
This proposal between the City of Dublin ("Client"), and Thomas & Hutton Engineering Co. ("Consultant" or "Thomas & Hutton"), consisting of the Scope of Services, General Provisions, Consulting Services Rate Sheet, and this Letter Agreement with authorizing signatures, represents the entire understanding between Client and Thomas & Hutton with respect to the Project. This Letter Agreement may only be modified if completed in writing and signed by both parties.

If the arrangements set forth in this Letter Agreement are acceptable to you, **please sign and initial the enclosed documents in the spaces provided below and return to Thomas & Hutton**. This proposal will be open for acceptance until September 4, 2026, unless changed by Thomas & Hutton in writing. We appreciate the opportunity to prepare this proposal and look forward to working with you on the Project.

The parties agree and acknowledge that this Agreement may be executed by electronic signature, and the parties may rely upon such electronic signatures as an original record of signature.

Respectfully,

THOMAS & HUTTON ENGINEERING CO.



By

Lisa B. Muzekari, P.E.

Vice President of Infrastructure



By

A. Christopher Stovall, P.E.

Principal / Senior Environmental Group Leader

Enclosures: Scope of Services
 General Provisions
 Consulting Services Rate Sheet

ACCEPTED: _____, 2026

By _____

TITLE

CLIENT'S INITIALS



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SCOPE OF SERVICES

The Dublin Water Pollution Control Plant (WPCP) was constructed in early 1970 with a capacity of 2.3 million gallons per day (MGD). In 1987, the treatment facility was upgraded and expanded to a 4.0 MGD treatment capacity. In 1999, the WPCP was upgraded once again to expand treatment facility from 4.0 MGD to 6.0 MGD. The additional 2.0 MGD flow was reused as process water to the Southeast Paper holding pond, until Southeast Paper no longer needed the water. In 2006, the city abandoned the use of sludge drying beds and constructed a new sludge dewatering facility. The new facility consists of a two-meter belt press filter and associated auxiliary equipment.

However, several portions of the plant are in need of upgrades or replacement, including the influent pump drives and influent screens. These critical components are vital to the facility and are at a high priority for upgrade due to age and condition. In particular for this SEID grant, funds have been obtained for replacement of the existing influent screens (with similar equipment) and to replace the existing influent pumps and motors capable of fitting Variable Frequency Drives (VFDs) as well as existing suction piping and valves. Project has a \$1.904M construction budget, and provisions will be included for phasing of construction within the bidding documents (i.e. construction of only two of the pump upgrades at this time)

GOALS

The goal of this project is to identify appropriate equipment to replace the existing equipment, including identifying improvements to maximize operational capacity while minimizing capital costs.

Our goal is to provide the most efficient layout and is intended to provide low construction cost, low O&M, process stability and reliability, flexible design, simplified piping and operational ease.

1. SCOPE OF SERVICES

TASK 1 – GENERAL CONSULTING - PLANNING AND PRELIMINARY ENGINEERING

1.1 *Project Initiation and Work Plan*

Hold a kick-off meeting with City staff to discuss project schedules, administrative procedures, respective responsibilities, lines of communication, City contacts and expectations, progress reporting, data collection, and other project matters as appropriate. This will be an important meeting to review short and long-term goals, milestones and objectives for the project.

1.1.1 *Technical Review Committee (TRC)*

A Technical Review Committee will be assembled to include both design team members and City staff. The design team will meet with City staff twice during the design process to keep them informed of progress and issues, in addition to scheduled review/workshop Teams meetings..

1.1.2 *Collect and Compile Existing Information*

Review existing drawings, specifications, and other flow data available on the existing facility. Review flow records and influent quality provided by the City and verify previously projected current and future flows.

Deliverables

- Work plan, TRC contact listing, meeting records
- Project schedules, task lists

TASK 3 – PRELIMINARY DESIGN

3.1 *Survey*

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Engineer will utilize digitized versions of existing plans as a basis for the drawings. A field visit to confirm dimensions will be performed.

3.2 Preliminary Design

3.2.1 Process and Instrumentation Diagram (P&ID)

Thomas and Hutton will prepare a P&ID for the project and review it with City of Dublin.

3.2.2 Prepare Preliminary Basis of Design (BOD)

- Prepare preliminary plan and profile view through headworks
- Prepare preliminary pipe/equipment sizing
- Calculate preliminary process unit sizes and geometry of components
- Make preliminary equipment selections (base and alternate bids)

3.2.3 Preliminary Plan

Develop preliminary design of selected process/equipment. The preliminary design will include civil, mechanical, structural, and electrical instrumentation considering general constructability issues, impact on plant operations, future expandability, etc.

- Develop a list of required drawings
- Prepare conceptual electrical plans including size and location of load centers, duct banks, and one-line diagrams
- Develop site plans and connection points to structures/buildings including:
 - Demolition plan
 - Process and control piping plan
 - Electrical plan
 - Phasing

3.2.4 Draft Technical Specifications

- Prepare draft technical specifications and review with city staff.
- Determine, with City, acceptance criteria for equipment and processes

3.2.5 Opinion of Probable Construction Cost and Schedule

Update the preliminary opinion of probable construction cost estimate and construction schedule for the work prepared in the conceptual design task.

3.2.6 Preliminary Design Technical and Constructability Reviews

Conduct a technical and constructability review, with City's staff, to ensure that the preliminary design is technically sound and cost-effective. Engineer will modify the preliminary design documents based upon the review comments.

Deliverables

- Preliminary Drawings and bases of design (BOD)
- Draft specifications and equipment selection
- An Opinion of Probable Cost

3.3 Permitting

3.3.1 Regulatory Review

Engineer will finalize the list of permit and approval requirements based on the information collected during the PER phase, conceptual, and/or preliminary design phases. When necessary, the Engineer shall discuss the proposed project with the applicable regulatory agencies to fully define the permit requirements and identify the major permitting issues that must be resolved. A permitting strategy will be developed to address the major issues identified and to facilitate the permit acquisition process. Applications for the required permits and approvals will be prepared for submittal to the respective agencies.

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3.3.2 Agency Coordination

As necessary, Engineer will coordinate with the regulatory agencies throughout the design, permit application, and review process. As part of this task, once the permit applications are submitted, Engineer will maintain contact with the regulatory agencies to monitor and facilitate the review process (when possible). Engineer has a team of permit specialists on staff who focus entirely on permitting through regulatory agencies.

The following permits are anticipated:

- Construction permit from Georgia EPD
- Building permit from the City

Deliverables

- Permit applications and supporting information

TASK 4 – FINAL DESIGN

Upon the City's review and acceptance of the preliminary design documents as well as comments from Georgia EPD, Thomas and Hutton will include all the comments and complete the final design.

4.1 Prepare final site plans

- Prepare final civil drawings
- Evaluate conflicts (pipe, structure, and others)
- Finalize drainage and other related grading
- Prepare final process drawings
- Decommission and removal of old equipment

4.2 Final Process Plan

- Screens Details
- Four (4) Influent Pumps, Pump Motors, Suction Piping and Valves from wall to existing vertical bend
- VFDs & Electrical Details
- Pumps and VFDs will be designed so they can be phased in (2 and 2)

4.3 Finalize Design Drawings and Specifications

Final Contract Documents will contain contract documents, technical specifications, and final drawings. Drawings will include civil/site work requirements, including structural requirements, mechanical requirements, instrumentation, and electrical requirements. Drawings will also show necessary piping modifications for accommodating the equipment if the existing piping and valves are used.

4.4 Final Opinion of Probable Construction Cost Estimate

Provide a final construction cost opinion and schedule for work. Review scheduling constraints with respect to time, funding availability, and project completion.

4.5 Design Technical and Constructability Review

At approximately the 60 and 90 percent completion stages of the drawings and specifications, perform a Technical and Constructability Review and review the Contract Documents with TRC and a coordination review.

Deliverables

- Final plans, contract documents, and technical specifications
- Final opinions of probable cost and bid/construction schedule

TASK 5 – BIDDING AND AWARD

Thomas and Hutton shall perform the following services when authorized:

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- Provide complete sets of approved plans and specifications
- Assist City in advertising for construction, materials, equipment and services, and maintain a record of prospective bidders to whom Contract Documents have been issued.
- Prepare addenda as appropriate to interpret, clarify, or further define the Contract Documents.
- Consult with and advise City to determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Contract Documents.
- Attend and conduct the bid opening and prepare bid tabulation. Evaluate bids or proposals and assemble contracts for construction, materials, equipment, and services. Assist in contract award process.

Deliverables

- Answer to the contractor's questions
- Bid documents and prepare addenda if necessary
- Bid tabulating and recommendation for award

TASK 6 – CONSTRUCTION SERVICES

Engineer will perform these services during construction:

6.1 Contract Administration

- Prepare Contract Documents for execution and issue a notice to proceed and attend and conduct pre-construction conference.
- Review shop drawings and other submittals carefully during the construction phase to ensure conformity with the plans and specifications. Construction representative will check items delivered to the job site to verify compliance with the Contract Documents and the shop drawings.
- The construction phase requires prompt, accurate interpretation of the plans and specifications when questions arise. We will provide the appropriate response to questions by using personnel who are knowledgeable of construction practices and have extensively studied the plans and specifications before arriving on the job site.
- Construction progress/coordination meetings will be held monthly by the City. Engineer will be available for calls from the City if questions arise.
- Each month City will review the Contractor's Pay Application with the Contractor to ensure that payment is limited to only that which is appropriate. A copy will be sent to Engineer for final review.
- Evaluate the construction schedule on at least a monthly basis.
- Issue field orders and change orders as necessary.

6.2 Construction Observation

- Construction observation and monitoring does not include exhaustive or continuous on-site inspections to check the quality or quantity of the Contractor's work. However, it does include visits to the project site at intervals appropriate to the various stages of construction to review general compliance with approved plans and specifications. Such visits and observations will not require Consultant to assume responsibilities for the means and methods of construction, nor for safety measures or conditions on the job site. Both parties understand that the contractor has notification requirements at specific intervals of the construction process. Consultant does not provide accessibility construction compliance verification. This service can be provided at the request of Client with specific scopes and fees.
- Consultant provides construction services as defined above for the work designed by Consultant. Other construction work that may occur on site is the responsibility of other design professionals or Client and expressly not the responsibility of Consultant. Construction activity will be observed and documented in the construction representative's field reports in cooperation with City's Resident Inspector.
- Provide construction observation of work completed, up to two (2) visits during construction period.
- Evaluation of substitutes

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- Witness testing of installed equipment and measure its performance to acceptance criteria as defined in the technical specifications and determined with the City in the preliminary design phase.
- Conduct substantial completion inspection. After the substantial completion inspection, contractor will prepare a detailed punch list by careful observation and record any items which require corrective action ("Preliminary Punch List").
- Upon notification by contractor of "Preliminary Punch List" completion, we will conduct a final completion inspection and develop a "Final Punch List". Upon completion of the Final Punch List, we will review the list to assure its completion.

TASK 7 – POST CONSTRUCTION SERVICES

Record Drawings

- Record drawings and other project close-out documents will be prepared at the end of the construction phase and we will request project acceptance and operating permits from the regulatory agencies based on contractor markups and contractor record survey. This will include a digital copy of plans to City.

O & M Manuals

- Manufacturer's O & M Manuals
- Manufacturers that provide equipment on the project will be required to provide an electronic copy of their equipment O & M manual. Each manual will be requested in PDF format and scanned with optical character resolution so they can be searched.
- Standard Operating Procedures (SOP's), manufacturer's O & M manuals, a supplier listing, record drawings of the facility, safety procedures, permits, specifications, and related items.

Deliverables

- Meeting documentation (preconstruction, progress, regulatory, other)
- Shop drawing log/documentation
- Request for Information (RFI's), change orders if necessary
- Observation reports, with progress photos
- Performance test results documentation
- Substantial completion documentation, punch list
- Pay application review/recommendation
- Startup procedures, coordination meetings
- Electronic manufacturer O&M manuals
- Contract close out documentation
- Record drawings

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A. Exclusions

Unless a specific scope is included in this Agreement, these items are **not** included in the Scope of Services:

- Accessibility construction compliance verification
- Archaeological survey and report, unless specific scope is included in the Agreement
- Wetland delineation, surveys, or permits
- Geotechnical investigation or report, unless specific scope is included in the Agreement
- Phase One or Phase Two Environmental Assessments
- Endangered species survey and report
- Interior Courtyard Design
- Off-site work unless specifically covered in the Scope of Services
- Approvals or permits other than those related to the Scope of Services covered by this Agreement
- Act as an expert witness for legal activities
- Georgia Department of Transportation permits or approvals
- Telephones, cable television, gas, and power distribution systems
- Any grant services
- Pre-bid meeting

These items can be coordinated or provided, if requested by Client in writing.

2. PERIODS OF SERVICE

A. Design Phase

After the information is gathered from the City required for design is complete, Consultant will commence work within seven (7) calendar days and complete work described in this phase within sixty (60) calendar days.

B. Permit Phase

Upon approval from Client, Consultant will prepare required permit applications/submittals for GaEPD for City application within thirty (30) calendar days.

C. Construction Phase

Construction services will begin and be completed in coordination with the construction contract. It is estimated that a six-month construction period will be required.

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PERIOD OF SERVICE

The services provided under this Agreement will commence on a start date and proceed on a schedule that are mutually developed and agreed upon by the parties. The period of service may be extended by mutual written agreement of the parties. Any extension shall be subject to the same terms and conditions as set forth in this Agreement, unless otherwise agreed in writing.

PAYMENT FOR SERVICES

For services rendered, CLIENT shall pay CONSULTANT as outlined in the Letter Agreement for Services.

Payment for services on the basis of "Time & Expense" shall be paid according to the Consulting Services Rate Sheet attached hereto.

Project related costs for printing, reproductions, materials, and travel will be billed as reimbursable expenses.

Projects will be billed monthly or at the completion of the work, whichever comes sooner, with payment due upon receipt. Payment will be considered overdue after forty-five (45) days from date of invoice, with interest charged at a monthly rate of 1.5 percent (18 percent annual rate).

CONSULTANT reserves the right to suspend work hereunder or any other work to be performed by CONSULTANT for CLIENT or any of its affiliates under a separate agreement or agreements with CONSULTANT in the event of delinquent payment by CLIENT to CONSULTANT hereunder or in the event of delinquent payment by CLIENT or its affiliates to CONSULTANT under a separate agreement or agreements. For all purposes hereof, affiliate means (i) in the case of an individual, any relative of any person listed among the following, (ii) any officer, director, trustee, partner, manager, employee or holder of 5 percent or more of any class of the voting securities of or equity interest in CLIENT; (iii) any corporation, partnership, limited liability company, trust, or other entity controlling, controlled by, or under common control with CLIENT; or (iv) any officer, director, trustee, partner, manager, employee, or holder of 5 percent or more of the outstanding voting securities of any corporation, partnership, limited liability company, trust, or other entity controlling, controlled by, or under common control with CLIENT.

In the event legal action is necessary to enforce the payment terms of this Agreement, CONSULTANT will be entitled to collect from CLIENT any judgment or settlement sums due, plus reasonable attorneys' fees, court costs, and other expenses incurred by CONSULTANT for such collection action, and, in addition, the reasonable value of CONSULTANT's time and expenses spent for such collection action, computed according to CONSULTANT's prevailing fee schedule and expense policies.

ASSIGNMENT

Neither party to this Agreement may transfer, sublet, or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by CONSULTANT as a generally accepted business practice, is not considered an assignment for purposes of this Agreement.

CLIENT'S RESPONSIBILITIES

- A. Access**
CLIENT shall make provisions for CONSULTANT to enter upon public and private lands as required to perform such work as surveys and inspections in development of the Project.
- B. CLIENT's Representative**
CLIENT shall designate in writing one person to act as CLIENT's Representative with respect to the work to be performed under this Agreement. This Representative will have complete authority to transmit instructions, receive information, and interpret and define CLIENT's policy and decisions, with respect

to the product, materials, equipment, elements, and systems pertinent to the work covered by this Agreement.

- C. Fees**
CLIENT is responsible for payment of fees associated with the project. Such fees include permit review and application fees, impact fees, and capacity fees. CONSULTANT will notify CLIENT regarding the amount of fees and timing of payment.

CONSULTANT'S RESPONSIBILITIES

In providing services under this Agreement, CONSULTANT will perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. No other representation expressed or implied, and no warranty or guarantee is included or intended in the Agreement, or in any report, opinion, document, or otherwise.

OWNERSHIP OF INSTRUMENTS OF SERVICE

All reports, drawings, specifications, computer files, electronic files, BIM models, field data, notes and other documents and instruments prepared by CONSULTANT as instruments of service remain the property of CONSULTANT. CONSULTANT retains all common law, statutory, and other reserved rights, including, without limitation, the copyrights thereto. CONSULTANT will retain these records for a period of two (2) years following their completion during which period paper copies will be made available to CLIENT at reasonable times.

ELECTRONIC FILES

In accepting and utilizing any drawings, reports, and data on any form of electronic media generated and furnished by CONSULTANT, CLIENT agrees that all such electronic files are instruments of service of CONSULTANT, who will be deemed the author, and will retain all common law, statutory law, and other rights, without limitation, including copyrights.

CLIENT agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. CLIENT agrees not to transfer these electronic files to others without the prior written consent of CONSULTANT. CLIENT further agrees to waive all claims against CONSULTANT resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than CONSULTANT.

CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by CONSULTANT and, electronic files, the signed or sealed hard-copy construction documents will govern.

In addition, CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CONSULTANT, its officers, directors, employees, and subconsultants (collectively, CONSULTANT) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than CONSULTANT or from any reuse of the electronic files without the prior written consent of CONSULTANT.

Under no circumstances will delivery of electronic files for use by CLIENT be deemed a sale by CONSULTANT, and CONSULTANT makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event will CONSULTANT be liable for indirect or consequential damages as a result of CLIENT's use or reuse of the electronic files.

CERTIFICATIONS, GUARANTEES, AND WARRANTIES

CONSULTANT will not be required to sign any documents, no matter by whom requested, that would result in CONSULTANT having to certify, guarantee, or warrant the existence of conditions whose existence CONSULTANT cannot ascertain, or any way might, in the sole judgment of CONSULTANT, increase CONSULTANT's contractual

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or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance. CLIENT also agrees not to make resolution of any dispute with CONSULTANT or payment of any amount due to CONSULTANT in any way contingent upon CONSULTANT signing any such certification.

ACCESSIBILITY

CLIENT acknowledges that the requirements of the Americans with Disabilities Act (ADA), Fair Housing Act (FHA) and other federal, state, and local accessibility laws, rules, codes, ordinances, and regulations will be subject to various and possibly contradictory interpretations. CONSULTANT, therefore, will use reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of the execution of this Agreement and as they apply to the Project. CONSULTANT, however, cannot and does not warrant or guarantee that CLIENT's Project will comply with all interpretations of the accessibility requirements and/or the requirements of other federal, state, and local laws, rules, codes, ordinances, and regulations as they apply to the Project. Any changes in the applicable law or contrary interpretations of existing law subsequent to the issuance of permits that requires CONSULTANT to perform redesign will be considered an additional service.

SUBSTITUTIONS

Upon the written request or direction of CLIENT, CONSULTANT will evaluate and advise CLIENT with respect to proposed or requested changes in materials, products, or equipment. CONSULTANT will be entitled to rely on the accuracy and completeness of the information provided in conjunction with the requested substitution. CONSULTANT will not be responsible for errors, omissions, or inconsistencies in information by others or in any way resulting from incorporating such substitution into the Project. CLIENT will be invoiced for this service on a Time & Expense basis unless both parties mutually agree on a lump sum fee.

OPINIONS OF PROBABLE COSTS

Since CONSULTANT has no control over the cost of labor, materials, or equipment, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, opinions of probable construction costs provided for herein are to be made on the basis of experience and qualifications. These opinions represent CONSULTANT's best judgment as a design professional familiar with the construction industry.

However, CONSULTANT cannot and does not guarantee that proposals, bids, or the construction cost will not vary from opinions of probable construction costs prepared by CONSULTANT.

BETTERMENT

If, due to CONSULTANT's negligence, a required item or component of the Project is omitted from CONSULTANT's construction documents, CONSULTANT will not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will CONSULTANT be responsible for any cost or expense that provides betterment, upgrades, or enhances the value of the Project.

CHANGED CONDITIONS

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to CONSULTANT are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, CONSULTANT may call for renegotiation of appropriate portions of this Agreement. CONSULTANT shall notify CLIENT of the changed conditions necessitating renegotiation, and CONSULTANT and CLIENT shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has

the absolute right to terminate this Agreement in accordance with the Termination provision hereof.

CODE COMPLIANCE

CONSULTANT shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes, and regulations in effect as of the date this agreement was written. Design changes made necessary by newly enacted laws, codes, and regulations after this date will entitle CONSULTANT to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.

In the event of a conflict between laws, codes, and regulations of various governmental entities having jurisdiction over the Project, CONSULTANT shall notify CLIENT of the nature and impact of such conflict. CLIENT agrees to cooperate and work with CONSULTANT in an effort to resolve this conflict.

VALUE ENGINEERING

(If) CLIENT has elected to engage in value engineering of the Project, CLIENT has established cost as a primary project objective over other programming, performance, and aesthetic objectives and recognizes that in doing so, it has limited the available design and product options. These limitations may impact the overall project cost, schedule, and performance. CLIENT has accepted these risks and impacts in recognition of the importance it has placed on project cost.

DELEGATED DESIGN

Where any design services are provided by persons or entities not under CONSULTANT's direct control, CONSULTANT's role will be limited to its evaluation of the general conformance with the design intent and the interface with CONSULTANT's design and portion of the Project. Except to the extent, it is actually aware of a deficiency, error, or omission in such design by others, CONSULTANT will have no responsibility for such design and may rely upon its adequacy, accuracy, and completeness in all respects.

LIMITS OF LIABILITY

Nothing contained in this Agreement will create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or CONSULTANT. CONSULTANT's services under this Agreement are being performed solely for CLIENT's benefit, and no other party or entity will have any claim against CONSULTANT because of this Agreement or the performance or nonperformance of services hereunder. CLIENT and CONSULTANT agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of CONSULTANT and CONSULTANT's officers, directors, partners, employees, and sub-consultants, and any of them, to CLIENT and anyone claiming by or through CLIENT (including, but not limited to construction contractors and subcontractors), for any and all claims, losses, costs, or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed **\$100,000 or the total compensation received by CONSULTANT for services rendered, under this Agreement, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. This liability cap may be increased by mutual consent of both parties and in exchange for additional compensation.**

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TIME BAR TO LEGAL ACTION

All legal actions by either party against the other arising out of or in any way connected with this Agreement or the services to be performed hereunder will be barred and under no circumstances will any such legal action be initiated by either party after five (5) years from the date of Substantial Completion, unless this Agreement is terminated earlier, in which case the date of termination of this Agreement will be the date on which such period commences. Nothing in this Agreement is construed to waive any protections granted under existing laws of the state in which the work is performed.

ACTS OF OTHERS

CONSULTANT will not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by contractor(s) or the safety precautions and programs incident to the work of contractor(s). CONSULTANT will not be responsible for the failure of contractor(s) to perform the work in accordance with the Contract Documents.

CONSULTANT will not be responsible for the acts or omissions of any contractor, or sub-contractor, or any of the contractor(s), or sub-contractor(s), agents, or employees or any other persons (except CONSULTANT's own employees and agents) at the site or otherwise performing any of the contractor(s)' work. However, nothing contained herein will be construed to release CONSULTANT from liability for failure to perform properly the duties undertaken by CONSULTANT in the Contract Documents.

CONSULTANT will not be responsible for the acts, omissions, means, methods, or specifications of other design professionals not directly retained by CONSULTANT.

INDEMNIFICATION

CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CLIENT, its officers, directors, and employees (collectively, CLIENT) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by CONSULTANT's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom CONSULTANT is legally liable.

CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CONSULTANT, its officers, directors, employees, and subconsultants (collectively, CONSULTANT) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by CLIENT's negligent acts in connection with the Project and the acts of its contractors, subcontractors, or consultants or anyone for whom CLIENT is legally liable.

Neither CLIENT nor CONSULTANT will be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor CONSULTANT, their respective officers, directors, partners, employees, contractors, or subconsultants will be liable to the other or will make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages includes, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both CLIENT and CONSULTANT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

INSURANCE

Consultant will provide and maintain, until the services are completed and accepted by Client, the following insurance coverage:

- (1) **Workers' Compensation – As per Statutory requirements.**
- (2) **Employer's Liability – \$1,000,000 per occurrence and \$2,000,000 in aggregate.**
- (3) **Commercial General Liability – \$1,000,000 per occurrence and \$2,000,000 in aggregate.**
- (4) **Automobile Liability – \$1,000,000 per occurrence and \$2,000,000 in aggregate.**
- (5) **Professional Liability – \$1,000,000 per claim and \$2,000,000 in aggregate.**

Any insurance on a "claims made" basis will be maintained for three (3) years after completion of the Services or any period required by this Agreement, whichever is longer. Consultant will include these insurance requirements in its subcontracts.

DISPUTE RESOLUTION

Any dispute or claim arising out of or relating to this Agreement will be determined as follows: CONSULTANT and CLIENT will negotiate in good faith to reach agreement. If negotiations are unsuccessful, CONSULTANT and CLIENT agree the dispute will be settled by mediation. In the event the dispute or any issues remain unresolved after the above steps, the disagreement will be decided by such remedies of law as they are available to the parties. The appointment of a mediator and location will be subject to agreement between CONSULTANT and CLIENT with each party being responsible for their portion of those costs.

JOBSITE SAFETY

Neither the professional activities of CONSULTANT, nor the presence of CONSULTANT or its employees and subconsultants at a project site, imposes any duty on CONSULTANT, nor relieve a general contractor of its obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. CONSULTANT and its personnel have no authority to exercise any control over any contractor or its employees in connection with their work or any health or safety programs or procedures. CLIENT agrees that the general contractor will be solely responsible for jobsite and worker safety and warrants that this intent will be carried out in CLIENT's contract with the general contractor. CLIENT also agrees that the general contractor will indemnify and hold harmless CLIENT, CONSULTANT, and CONSULTANT's subconsultants. CLIENT also agrees that CLIENT, CONSULTANT, and CONSULTANT's subconsultants will be made additional insureds under the general contractor's policies of general liability insurance.

DELAYS

CLIENT agrees that CONSULTANT is not responsible for damages arising directly or indirectly from any delays for causes beyond CONSULTANT's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war, or other emergencies; failure of any government agency to act in timely manner; failure of performance by CLIENT or CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by CONSULTANT to perform its services in an

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orderly and efficient manner, CONSULTANT will be entitled to a reasonable adjustment in schedule and compensation.

HAZARDOUS MATERIAL

Both parties acknowledge that CONSULTANT's Scope of Services does not include any services related to the presence of any hazardous or toxic materials and/or mold. In the event CONSULTANT or any other person or entity involved in the project, encounters any hazardous or toxic materials and/or mold, or should it become known to CONSULTANT that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of CONSULTANT's services, CONSULTANT may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

CLIMATE CHANGE

In no event will CONSULTANT be responsible or liable for any failure or delay in the performance of its obligations or impact to the project in any way hereunder arising out of or caused by, directly or indirectly, climate change, including but not limited to sea level rise.

APPLICATIONS FOR PERMITS AND CERTIFICATES REQUESTED ON BEHALF OF CLIENT

CLIENT, if allowed by Georgia law, shall indemnify and shall indemnify and hold harmless CONSULTANT from and against any and all judgments, losses, damages, and expenses (including attorney's fees and defense costs) arising from or related to claims by third parties to challenge the issuance of permits or certificates for the Project by agencies with jurisdiction over the project. Defense costs include the time and expenses of CONSULTANT's personnel to assist in the defense of the issuance of the permit or certificate.

TERMINATION

In the event of termination of this Agreement by either party, within fifteen (15) calendar days of termination CLIENT shall pay CONSULTANT for all services rendered and all reimbursable costs incurred by CONSULTANT up to the date of termination, in accordance with the payment provisions of this Agreement.

Either party may terminate this Agreement for the convenience and without cause upon giving the other party not less than fifteen (15) calendar days' written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or CONSULTANT's services by CLIENT for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of any termination that is not the fault of CONSULTANT, CLIENT shall pay CONSULTANT, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by CONSULTANT in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

SIGNAGE

CLIENT agrees to allow CONSULTANT to place a sign on the project site during construction. The sign will include general information relative to CONSULTANT. CONSULTANT will be responsible for the sign installation and removal.

AMENDMENT

This Agreement can be amended by addenda if agreed to in writing and signed by both parties.

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