SANDY SPRINGS
GEORGIA

CITY COUNCIL AGENDA ITEM

TO: Mayor & City Council **DATE:** May 6, 2011

FROM: John McDonough, City Manager

AGENDA ITEM: Supplemental Agreement to the Contract for Design Services, Morgan Falls Road Improvements, (T-0034)

MEETING DATE: For Submission onto the May 17, 2011, City Council Regular Meeting Agenda

BACKGROUND INFORMATION: (Attach additional pages if necessary)

See attached:

Memorandum
Resolution
Original Contract
Amendments

APPROVAL BY CITY MANAGER: _____ *APPROVED*

_____ *NOT APPROVED*

PLACED ON AGENDA FOR: 5/17/2011

CITY ATTORNEY APPROVAL REQUIRED: (✓) *YES* ( ) *NO*

CITY ATTORNEY APPROVAL: _____

REMARKS:

SANDY SPRINGS
GEORGIA

TO: John McDonough, City Manager

FROM: Tom Black, Public Works Director

DATE: May 4, 2011, for Submission onto the Consent Agenda of the May 17, 2011 City Council Meeting

ITEM: Supplemental Agreement to the Contract for Design Services, Morgan Falls Road Improvements, (T-0034)

Recommendation:

Public Works staff is recommending that Council authorize the City Manager to execute a supplemental agreement for design services, Morgan Falls Road Improvements, CIP Project T-0034.

Background:

The original design services contract was signed with Southeastern Engineering, Inc. on May 12, 2010 in the amount of $97,500 for concept design and coordination with property owners. Supplemental Agreement No. 1 was signed July 11, 2010 in the amount of $148,670 to include development of construction plans and approvals from Georgia Power Corporation (GPC). Supplemental Agreement No. 2 was signed December 3, 2010 in the amount of $60,500 for environmental coordination and permitting. In the eleven months of coordination with multiple offices within GPC, plan reviews and engineering design comments have been ongoing with back and forth discussion between the City and GPC. The latest round of GPC review comments focused on environmental and hydrologic issues and they require extensive redesign of the project, especially the storm drain system both proposed and existing. Some portions of the existing system will be rerouted through the proposed system to address GPC's comments. Following these changes, it is anticipated that GPC will approve the plans and move ahead with a donation of the right of way required for this project.

Discussion: n/a

Alternatives:

The city can place the project on hold and avoid inclusion of the GPC design requirements.

Financial Impact:

Supplemental Agreement No. 3 is $65,000. That brings the total design fee to $371,670.

Public Works

Attachment:

I. Resolution to adopt contract
II. Original contract
III. Amendment No. 1
IV. Amendment No. 2
V. Draft Amendment No. 3

RESOLUTION NO. _____

STATE OF GEORGIA
COUNTY OF FULTON

A RESOLUTION TO ALLOW THE CITY MANAGER TO EXECUTE A SUPPLEMENTAL AGREEMENT ON THE CONTRACT FOR DESIGN SERVICES FOR CIP PROJECT T-0034, MORGAN FALLS ROAD IMPROVEMENTS

WHEREAS, it is necessary, from time to time, to establish policies, procedures and guidelines addressing the administration of a municipal government consistent with the US Constitution, Federal Statutes, alignment with Federal, Georgia's State Constitution, and the Charter for the City of Sandy Springs,

WHEREAS, upon adoption of this Resolution, City Sandy Springs Public Works Department staff will manage all applicable phases of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SANDY SPRINGS, GEORGIA

That they hereby authorize the City Manager to sign and execute a supplemental agreement to the contract for design services for CIP Project T-0034, Morgan Falls Road Improvements.

RESOLVED this the 17th day of May, 2011.

Approved:

_____
Eva Galambos, Mayor

Attest:

_____
Michael Casey, City Clerk
(Seal)

SANDY SPRINGS
GEORGIA

DOCUMENT TRANSMITTAL COVER SHEET

DATE: May 10, 2010

TO: John McDonough
City Manager — 5/12/10 Date

THROUGH: Michael Casey
City Clerk — 5/11/2010 Date

Amy Davis
Financial Services Director — 5/12/10 Date

Thomas Black
Public Works Director — 5-10-2010 Date

Jon Drysdale, P.E.
Public Works Deputy Director — 5/10 Date

Garrin Coleman, P. E.
Transportation Planning Division Manager — 5/10/10 Date

FROM: Greg Ramsey, P.E.
Transportation Engineer — 5/10/10 Date

SUBJECT: Consultant Contract for Signature – Morgan Falls Road Improvement Project

Please sign where indicated on the five original consultant contracts between Southeastern Engineering, Inc., and the City of Sandy Springs. Southeastern Engineering, Inc. (SEI) will provide the design engineering services for the above referenced project.

Please return two signed originals to Dana Myles, Administrative Coordinator, Transportation Planning Division, at extension 2529.

Attachments: **Five Consultant Contracts**
Original Draft contract with routing slip to confirm approvals

5-11-10

CA2010-068

7840 Roswell Road, Building 500 • Sandy Springs, Georgia 30350 • 770.730.5600 • 770.206.2578 fax • www.sandyspringsga.org

CONTRACT AGREEMENT

For

Morgan Falls Road Improvements
(T-0034)

("Project")

Between

CITY OF SANDY SPRINGS, GEORGIA

("Sandy Springs")

And

Southeastern Engineering, Inc.
2470 Sandy Plains Road
Marietta, GA 30066

("Consultant")

CA2010-068

CONTRACT AGREEMENT

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CONTRACT AGREEMENT

This Contract Agreement (the "Agreement") is made and entered into as of the 4th day of May, 2010, by and between the City of Sandy Springs, a political subdivision of the State of Georgia (hereinafter referred to as "Sandy Springs"), and Southeastern Engineering, Inc, a registered corporation of the State of Georgia (hereinafter referred to as "Consultant"):

WITNESSETH

WHEREAS, Sandy Springs through its governing body desires to retain a qualified and experienced consulting firm to perform certain design and engineering services regarding the construction of **Morgan Falls Road Improvements** (hereinafter referred to as the "Project"); and

WHEREAS, Consultant has represented to Sandy Springs that it is experienced and has qualified and local staff available to commit to the Project and Sandy Springs has relied upon such representations;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, Sandy Springs and Consultant agree as follows:

ARTICLE 1
THE AGREEMENT AND CONTRACT DOCUMENTS

Sandy Springs hereby engages Consultant, and Consultant hereby agrees to perform, the services hereinafter set forth and as set forth in the Contract Documents. The Contract Documents consist of this Agreement and any and all exhibits, addenda and amendments hereto, the bid made by Consultant in response to Sandy Springs' request for **proposal no. 10-421** (the "Proposal") and any and all exhibits, addenda and amendments thereto, together with the following (if any):

ARTICLE 2
DESCRIPTION OF PROJECT

Sandy Springs and Consultant agree that the Project is as described in EXHIBIT A - DESCRIPTION OF PROJECT. All exhibits referenced in this Agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 3
SCOPE OF SERVICES

Unless modified in writing by both parties in the manner specified in this Agreement, duties of Consultant shall not be construed to exceed those services specifically set forth herein. Consultant agrees to provide all services, products, and data and to perform all tasks described in EXHIBIT B – SCOPE OF SERVICES.

ARTICLE 4
DELIVERABLES

Consultant shall provide to Sandy Springs all deliverables specified in EXHIBIT C – DELIVERABLES ("Deliverables"). Deliverables shall be furnished to Sandy Springs by Consultant in a media form that is acceptable and usable by Sandy Springs at no additional cost at the end of the Project.

ARTICLE 5
SERVICES PROVIDED BY SANDY SPRINGS

Consultant shall gather from Sandy Springs all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in EXHIBIT B – SCOPE OF SERVICES, if required, will be performed and furnished by Sandy Springs in a timely manner so as not to unduly delay Consultant in the performance of said obligations. Sandy Springs shall have the final decision as to what data and information is pertinent.

Sandy Springs will appoint in writing a Sandy Springs authorized representative with respect to work to be performed under this Agreement until Sandy Springs gives written notice of the appointment of a successor. The Sandy Springs authorized representative shall have complete authority to transmit instructions, receive information, and define Sandy Springs policies. Consultant may rely upon written consents and approvals signed by the Sandy Springs authorized representative.

ARTICLE 6
MODIFICATIONS/CHANGE ORDERS/VERBAL AGREEMENTS

No verbal agreement or conversation with any officer, agent or employee of Sandy Springs either before, during, or after the execution of this Agreement shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle Consultant to any additional payment whatsoever under the terms of this Agreement. If, during the course of performing work on the Project, Sandy Springs and Consultant agree that it is necessary to make changes in the Project as described herein and in the Contract Documents, such changes will be incorporated by written change order, amendments, and/or supplemental agreements to this Agreement. Any such change order, amendments, and/or supplemental agreements shall be subject to the express approval of the City of Sandy Springs in its sole discretion and shall further be

subject to Sandy Springs' purchasing policy and shall conform to all other applicable requirements of Sandy Springs.

ARTICLE 7
TIME OF PERFORMANCE OF WORK

Consultant shall not proceed to furnish such services and Sandy Springs shall not become obligated to pay for same until a written authorization to proceed ("Notice to Proceed") has been sent to Consultant from Sandy Springs. The time of performance of work shall begin upon the date of Notice to Proceed and continue pursuant to the schedule described in EXHIBIT D – SCHEDULE OF TIME AND PERFORMANCE OF WORK. Consultant shall begin work under this Agreement no later than five (5) days after the effective date of Notice to Proceed, and shall dedicate sufficient efforts to each required task to complete same in accordance with EXHIBIT D.

The time of performance of work does not include time for reviews for the Project by Sandy Springs, its authorized representative, or any other agency or agencies reviewing the Project. Time charges shall cease when a phase specified in the Proposal has been completed to the satisfaction of the Sandy Springs authorized representative.

When a phase specified in the Proposal has been completed to the satisfaction of the Sandy Springs authorized representative, he will notify Consultant that all tasks of such phase are considered accepted and fulfilled as specified in the Proposal. A Notice to Proceed shall be issued to the Consultant for the next phase of work and shall address the total time of performance of work remaining on the contract.

ARTICLE 8
TERM OF CONTRACT

The term of this Agreement shall commence on the date of award by Sandy Springs. Notwithstanding the foregoing, this Agreement shall continue until Sandy Springs has received and accepted all Deliverables, but in no event shall this Agreement extend beyond December 31, 2012, unless the same is amended in writing as provided in this Agreement.

ARTICLE 9
COMPENSATION AND PAYMENT FOR CONSULTANT SERVICES

Compensation for work performed by Consultant on the Project shall be on the basis of rates shown in the Proposal. Direct and miscellaneous costs should be included in the Proposal.

The total contract amount for the Project shall be as set forth in EXHIBIT E - COMPENSATION AND PAYMENT FOR CONSULTANT SERVICES, which is full payment for the complete scope of services. Invoices for payment shall be submitted to Sandy Springs by the first (1st) calendar day of the month to facilitate processing for payment in that same month. Invoices received after the first (1st) calendar day of the month may not be paid until the last day of the following month.

The Consultant may submit to Sandy Springs an invoice, in a form acceptable to Sandy Springs and accompanied with all support documentation requested by Sandy Springs, for payment and for services that were completed during the preceding phase. Sandy Springs shall review for approval said invoices. Sandy Springs shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by Sandy Springs, are reasonably in excess of the actual stage of completion. Sandy Springs shall pay each such invoice or portion thereof as approved, provided that the approval or payment of any such invoice shall not be considered to be evidence of the performance of the Consultant to the point indicated by such invoice, or receipt of acceptance by Sandy Springs of the services covered by such invoice. Sandy Springs shall promptly pay any undisputed items contained in such invoices. As a minimum, each invoice shall include a narrative describing the total work accomplished for each phase, an accurate update of EXHIBIT D reflecting current status and noting any deviations from the schedule, and a description of the percentage of total work completed for each phase through the date of the statement.

The Consultant must certify in writing that all subcontractors and suppliers have been promptly paid for work and materials and previous progress payments received, less any retainage by the Consultant prior to receipt of any further progress payments. In the event the Consultant is unable to pay subcontractors or suppliers until it has received a progress payment from Sandy Springs, the Consultant shall pay all subcontractors or suppliers funds due from said progress payments within forty-eight (48) hours of receipt of payment from Sandy Springs and in no event later than fifteen (15) days as provided for by state law.

Consultant agrees that the compensation provided herein shall be full and final settlement of all claims arising against Sandy Springs for work done, materials furnished, costs incurred or otherwise arising out of this Agreement and shall release Sandy Springs from any and all further claims related to payment for services and materials furnished in connection with this Agreement.

Sandy Springs and Consultant agree that in the event any Agreement provision pertaining to the time of payment, the rate of payment, and any rates of interest differs from any provision of the Prompt Pay Act, such provision of the Prompt Pay Act is hereby waived and said Agreement provision shall control. Sandy Springs shall not be responsible for any interest penalty for any late payment.

ARTICLE 10
QUALIFICATION OF CONSULTANT'S PERSONNEL AND ENDORSEMENT OF DOCUMENTS

Consultant shall identify in writing a Project manager who shall have sole authority to represent Consultant on all matters pertaining to this Agreement.

Consultant represents that it has secured or will secure, at its own expense, all equipment and personnel necessary to complete its obligations pursuant to this Agreement. No personnel shall be employees of or have any contractual relationship with Sandy Springs. All of the services required hereunder will be performed by Consultant under its supervision and all personnel engaged in the

work hereunder shall be fully qualified and shall be authorized or permitted under law to perform such services.

Consultant shall use the design team presented to Sandy Springs at the time of negotiations unless changes in the design team are approved in writing by Sandy Springs. Written notification shall be immediately provided to Sandy Springs upon change or severance of any key personnel or subcontractor performing services on the Project by Consultant. No changes or substitutions shall be permitted in Consultant's key personnel or subcontractors performing services on the Project without the prior written approval of Sandy Springs. Changing of key personnel or subcontractors performing services during the course of the Project without the prior written approval of Sandy Springs shall constitute a cause for termination under the terms outlined in Article 13 hereof entitled "TERMINATION OF AGREEMENT FOR CAUSE".

Consultant shall employ only persons qualified and duly registered in the appropriate category in responsible charge of supervision and design of the work and further shall employ only qualified and duly registered surveyors in responsible charge of any survey work.

Consultant shall endorse all Deliverables including reports, and contract plans. Such endorsements shall be made by a person duly registered for such services by the governing authority authorized by the State of Georgia, being in the full employ of Consultant and responsible for the work prescribed by this Agreement.

ARTICLE 11
SUSPENSION OF WORK

Sandy Springs may order Consultant in writing to suspend, delay or interrupt all or any part of the work on the Project for such period of time as he may determine appropriate for the convenience of Sandy Springs. The time for completion of the work shall be extended by the number of days the work is suspended. Sandy Springs shall not be responsible for any claims, damages or costs stemming from any delay of the Project.

ARTICLE 12
UTILITIES

Where privately, publicly or cooperatively owned utility companies will require rearrangements in connection with the proposed construction, Consultant shall furnish prints or sepias to Sandy Springs to be sent by Sandy Springs to the utility owners as directed by Sandy Springs.

Consultant shall make no commitments with the utilities which are binding upon Sandy Springs without the approval of Sandy Springs. Consultant will conduct all coordination with the utilities and authorities; however, Sandy Springs may be asked to participate in such negotiations.

ARTICLE 13
TERMINATION OF AGREEMENT FOR CAUSE

Sandy Springs reserves the right to terminate this Agreement at any time for just cause upon thirty (30) days written notice to Consultant, notwithstanding any just claims by Consultant for payment for services rendered prior to the date of termination. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

Failure of Consultant to comply with all terms of the Agreement, including maintaining required insurance coverage, may be considered just cause for termination. In the event the required insurance coverage is not maintained, any written notice of termination to Consultant shall be effective immediately notwithstanding the thirty (30) days notice otherwise required herein. TIME IS OF THE ESSENCE and if the Consultant refuses or fails to perform the work, maintain the scheduled level of effort as proposed and described in this Agreement, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, as more thoroughly described in Article 7 herein entitled TIME OF PERFORMANCE OF WORK, or any extension or tolling thereof, or fails to complete said work within such time, such failure to perform the work shall constitute cause for termination. Sandy Springs may, by written notice to Consultant, terminate Consultant's right to proceed with the work or such part of the work as to which there has been delay. In such event, Sandy Springs may take over the work and perform the same to completion, by contract or otherwise, and Consultant shall be required to provide all copies of finished or unfinished documents prepared by Consultant under this Agreement to Sandy Springs as stated in EXHIBIT C – DELIVERABLES. Consultant shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by Sandy Springs. Whether or not the Consultant's right to proceed with the work has been terminated, the Consultant shall be liable for any damage to Sandy Springs resulting from the Consultant's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with Sandy Springs obtaining the services of another Consultant to complete the Project.

ARTICLE 14
TERMINATION FOR CONVENIENCE OF SANDY SPRINGS

Notwithstanding any other provisions of this Agreement, Sandy Springs may terminate this Agreement for its convenience at any time by written notice to Consultant. If the Agreement is terminated for convenience of Sandy Springs as provided in this Article, Consultant will be paid compensation for those services actually performed. Partially completed tasks will be compensated based on a signed statement of completion to be submitted by Consultant which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

ARTICLE 15
WAIVER OF BREACH

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to be a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 16
INDEPENDENT CONTRACTOR

Consultant shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Consultant or any of its agents or employees to be the agent, employee or representative of Sandy Springs. Inasmuch as Sandy Springs and Consultant are contractors independent of one another, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. Consultant agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee of Consultant to do so, without specific prior written authorization from Sandy Springs, and then only for the limited purpose stated in such authorization. Consultant shall assume full liability for any contracts or agreements that Consultant enters into on behalf of Sandy Springs without the express knowledge and prior written authorization of Sandy Springs.

ARTICLE 17
RESPONSIBILITY OF CONSULTANT

Consultant is employed to render a professional service only and any payments made to Consultant are compensation solely for such services rendered and for recommendations made in carrying out the work. Consultant shall follow the practice of the engineering profession to make findings, opinions, factual presentations, professional advice and recommendations. Errors due to Consultant's failure to comply with standard engineering procedures shall be corrected in a time frame agreed to by Sandy Springs and at Consultant's expense.

ARTICLE 18
COOPERATION WITH OTHERS

Consultant will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by Sandy Springs employees, appointed committees or other consultants and contractors. Consultant shall fully cooperate with Sandy Springs and with other consultants, contractors and Sandy Springs employees or appointed committees. Such cooperation shall include, but not be limited to, attendance at meetings, discussions and hearings, as may be requested by Sandy Springs, furnishing plans and other data produced in the course of work on the Project, as may be requested from time to time by Sandy Springs to effect such cooperation and compliance with all directives issued by Sandy Springs. Consultant shall provide Sandy Springs with its schedule of work, time and effort to coordinate with other consultants and

contractors under contract with Sandy Springs. Consultant shall not commit or permit any of its employees, agents or subcontractors to commit an act which will interfere with the performance of work to be done on the Project by any other consultant or contractor or by Sandy Springs employees.

ARTICLE 19
ACCURACY OF WORK

Consultant shall be responsible for the accuracy of its work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by Sandy Springs will not relieve Consultant of the responsibility of subsequent corrections of any errors, the clarification of any ambiguities, or the costs associated with any additional work caused by negligent errors in, or negligent omissions from, the plans prepared by Consultant. At any time during construction of the Project provided for by the plans or during any phase of work performed by others based on data secured by Consultant under this Agreement, Consultant shall confer with Sandy Springs for the purpose of interpreting the information obtained and to correct any errors or omissions. Consultant shall prepare any plans, reports, field work, or data required by Sandy Springs to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Consultant. Consultant shall give immediate attention to these changes so there will be a minimum of delay to others.

Prior notification by Consultant of the acceptance of any item(s) furnished by Sandy Springs shall transfer the responsibilities for the accuracy of that item(s) to Consultant.

ARTICLE 20
REVIEW OF WORK

Authorized representatives of Sandy Springs may at all reasonable times review and inspect Project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Consultant shall be available to authorized representatives of Sandy Springs for inspection and review at all reasonable times in the main office of Sandy Springs. Consultant shall maintain all required records pertinent to this Agreement for a period of three (3) years after final payment is made and all other pending matters are closed. Sandy Springs reserves the right to review and authorize the Project to move forward if affected public agencies, railroads and utilities have not provided timely acceptance. Authorization by Sandy Springs for the Project to move forward in such an event shall not relieve Consultant of its professional obligation to correct, at its expense, any of its errors in work; provided, however, that any additional work which becomes reasonably necessary based on such authorization shall be compensated pursuant to change order as provided in Article 6 hereof so long as such additional work is not due to the fault of Consultant. Sandy Springs may request at any time and Consultant shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Consultant to submit progress reports and/or plans shall be cause for Sandy Springs, without any liability therefore, to withhold payment to Consultant until Consultant complies with Sandy Springs' request in this regard. Sandy Springs' review recommendations shall be incorporated into the plans by Consultant.

ARTICLE 21
INDEMNIFICATION

A. **Commercial General Liability Indemnification.** Other than arising out of the performance of professional services, and to the fullest extent permitted by law, Consultant shall indemnify, defend and hold Sandy Springs, its officers, agents, employees and successors and assigns, harmless from and against damages, liabilities and costs (including, to the extent allowable by law, reasonable attorneys' fees and defense costs incurred in connection with the defense of third party claims) for claims, suits, or actions of any kind where such liability arises out of or is in connection with the performance (other than the performance of professional services) of this Agreement by Consultant.

B. **Professional Liability Indemnification.** Consultant agrees, to the fullest extent permitted by law, to indemnify and hold Sandy Springs, its officers, agents, and employees, harmless from and against damages, liabilities and costs (including, to the extent allowable by law, reasonable attorneys' fees and defense costs incurred in connection with the defense of third party claims) to the extent caused by the negligent acts, errors or omissions of Consultant in the performance of professional services pursuant to this Agreement.

Consultant further agrees to protect, defend, indemnify and hold harmless Sandy Springs, its officers, agents and employees from and against any and all claims or liability for compensation under the Workers' Compensation Act arising out of injuries sustained by any employees of Consultant. These indemnities shall not be limited by reason of the listing of any insurance coverage.

ARTICLE 22
CONFIDENTIALITY

Consultant agrees that its conclusions and any reports are for the confidential information of Sandy Springs and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to Sandy Springs, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by Consultant pursuant thereto and any equipment paid for by Sandy Springs as a result of this Agreement shall become the property of Sandy Springs and be delivered to the authorized representative of Sandy Springs.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without the prior approval in writing of Sandy Springs. All releases of information, findings, recommendations, and published reports shall include the disclaimer on the cover and title page in the following form:

> "The contents of this publication reflect the views of the author(s), who is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies of Sandy Springs. This publication does not constitute a standard, specification or regulation."

It is further agreed that if any information concerning the Project, its contents, results, or data gathered or processed should be released by Consultant without prior approval from Sandy Springs, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Consultant, but should any such information be released by Sandy Springs or by Consultant with such prior written approval, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.

Should such information be required to be released under the Georgia Open Records Act, O.C.G.A. § 50-18-70, et seq., the restrictions and penalties set forth herein shall not apply. Any request for information directed to Consultant by the public pursuant to the Georgia Open Records Act shall be redirected to the Sandy Springs for further action.

ARTICLE 23
OWNERSHIP OF WORK PRODUCT

Consultant hereby irrevocably transfers and assigns to Sandy Springs all of its right, title and interest in and to all materials and Deliverables created, discovered, invented, developed or prepared for Sandy Springs as part of performing this Agreement, including, without limitation, all copyrights, trade secrets, inventions (whether patentable or not) and other intellectual or proprietary rights in and to the Deliverables ("Intellectual Property"). Sandy Springs shall own the Deliverables and the Intellectual Property, and Consultant disclaims any ownership interests. Consultant represents and warrants to Sandy Springs that the services to be performed pursuant to this Agreement and the Deliverables will not violate or infringe a third party's patent, copyright, trade secret or other intellectual or proprietary right, and that no third party has an ownership interest in the Deliverables.

ARTICLE 24
COVENANT AGAINST CONTINGENT FEES

Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for any fee, commission, percentage, brokerage or contingent fee, gift or other consideration, excepting bona fide employees maintained by Consultant for the purpose of securing business and that Consultant has not received any non-Sandy Springs fee related to this Agreement without the prior written consent of Sandy Springs. For breach or violation of this warranty, Sandy Springs shall have the right to annul this Agreement without liability or at its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of any such fee, commission, percentage, brokerage or contingent fee, gift or other consideration.

ARTICLE 25
INSURANCE

Prior to beginning work on the Project, Consultant shall furnish certificates to Sandy Springs for the following minimum amounts or levels of insurance coverage:

A. **Workers' Compensation Insurance** sufficient to insure the Consultant against its liability for payment of compensation to the full extent required by Georgia law, from some corporation, association, or organization licensed by Georgia law to transact the business of workers' compensation insurance in the State of Georgia or from some mutual insurance association formed by a group of employers so licensed.

B. **General Comprehensive Liability Insurance** providing coverage for injuries to persons as well as damage to property in an amount not less than One Million Dollars ($1,000,000.00).

C. **Professional Liability Insurance** for engineers/engineering work in an amount not less than One Million Dollars ($1,000,000.00).

D. **Valuable Papers Insurance** in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the Project and the Agreement.

All insurance shall contain a provision that the coverage afforded will not be cancelled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to Sandy Springs. All such insurance shall remain in effect until final payment is made and the Project is accepted by Sandy Springs. If Consultant receives notice of non-renewal or material adverse change of any of the above coverages, Consultant will promptly advise Sandy Springs in writing. Failure of Consultant to promptly notify Sandy Springs on non-renewal or material adverse change of any of the above coverages terminates the Agreement as of the date that Consultant should have given notification to Sandy Springs.

If Sandy Springs has any objections to the coverage afforded by or provisions of the insurance required to be purchased and maintained by Consultant, Sandy Springs will notify Consultant thereof within twenty (20) days of the date of delivery of such certificates to Sandy Springs.

Consultant shall provide to Sandy Springs such additional information in respect of insurance provided by him as Sandy Springs may reasonably request. The right of Sandy Springs to review and comment on certificates of insurance is not intended to relieve Consultant of his responsibility to provide insurance coverage as specified nor to relieve Consultant of his liability for any claims which might arise.

ARTICLE 26
PROHIBITED INTEREST

A. **Conflict of Interest**. Consultant agrees that it presently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. Consultant further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

B. **Interest of Public Officials**. No member, officer or employee of Sandy Springs during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 27
SUBCONTRACTING

Unless otherwise provided in this Agreement, Consultant shall not subcontract any part of the work covered by the Contract Documents or permit subcontracted work to be further subcontracted without prior written approval of Sandy Springs.

ARTICLE 28
ASSIGNABILITY

It is understood by the parties to this Agreement that the work of Consultant is considered personal by Sandy Springs. Consultant shall not assign, sublet or transfer this Agreement or any portion thereof without the prior express written consent of Sandy Springs. Any attempted assignment, subletting or transfer by Consultant without the prior express written consent of Sandy Springs shall at Sandy Springs' sole option terminate this Agreement without any notice to Consultant of such termination. Consultant binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 29
ANTI-KICKBACK CLAUSE

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Consultant hereby promises to comply with all applicable anti-kickback laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 30
DRUG-FREE WORKPLACE CERTIFICATION

Consultant shall execute a certification in the form of EXHIBIT F - CERTIFICATION OF CONSULTANT - DRUG-FREE WORKPLACE, attached hereto and incorporated herein by this reference. Pursuant to the certification, Consultant shall certify that:

(1) the provisions of O.C.G.A. §§ 50-24-1 through 50-24-6 relating to the "Drug-Free Workplace Act" have been complied with in full;

(2) a drug-free workplace will be provided for the Consultant's employees during the performance of this Agreement;

(3) each subcontractor hired by Consultant shall be required to ensure that the subcontractor's employees are provided a drug-free workplace; and

(4) Consultant will not engage in any unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

ARTICLE 31
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT CERTIFICATION

Consultant shall execute a certification in the form of EXHIBIT G - CERTIFICATION OF CONSULTANT – GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT, attached hereto and incorporated herein by this reference. Pursuant to the certification, Consultant agrees to comply with all applicable requirements of the Georgia Security and Immigration Compliance Act of 2006 as codified in O.C.G.A. §§ 13-10-90 and 13-10-91 and regulated in Chapter 300-10-1 of the Rules and Regulations of the State of Georgia, "Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program," accessed at http://www.dol.state.ga.us, as further set forth in the certification attached as Exhibit G.

ARTICLE 32
AUDITS AND INSPECTORS

At any time during normal business hours and as often as Sandy Springs may deem necessary, Consultant shall make available to Sandy Springs and/or representatives of Sandy Springs for examination all of its records with respect to all matters covered by this Agreement.

Consultant shall also permit Sandy Springs and/or representatives of Sandy Springs to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Consultant's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Consultant. To the extent Sandy Springs audits or examines such Information related to this Agreement, Sandy Springs shall not disclose or otherwise make available to third parties any such Information without Consultant's prior written consent unless required to do so by law. Nothing in this Agreement shall be construed as granting Sandy Springs any right to make copies, excerpts or transcripts of such Information outside the area covered by this Agreement without the prior written consent of Consultant. Consultant shall maintain all books, documents, papers, accounting records and other evidence

pertaining to costs incurred on the Project and used in support of its Proposal and shall make such material available at all reasonable times during the period of the Agreement and for three (3) years from the date of final payment under the Agreement, for inspection by Sandy Springs or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to Sandy Springs. Consultant agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee or transferee.

ARTICLE 33
ACCOUNTING SYSTEM

Consultant shall have an accounting system which is established and maintained in accordance with generally accepted accounting principles. Consultant must account for costs in a manner consistent with generally accepted accounting procedures, as approved by Sandy Springs.

ARTICLE 34
ENTIRE AGREEMENT

The Contract Documents constitute the entire agreement of the parties pertaining to the subject matter hereof and are intended as a complete and exclusive statement of promises, representations, discussions and agreements, oral or otherwise, that have been made in connection therewith. No modification or amendment to the Contract Documents shall be binding upon the parties unless the same is in writing, signed by the Consultant's and Sandy Springs' duly authorized representatives, subject to Sandy Springs' purchasing policy.

ARTICLE 35
SEVERABILITY

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, enforceable in accordance with its terms.

ARTICLE 36
HEADINGS

This Agreement shall not be interpreted by reference to any of the titles or headings to the sections or paragraphs of this Agreement, which have been inserted for convenience purposes only and are not deemed a part hereof.

ARTICLE 37
COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which together shall be deemed to constitute one and the same instrument.

ARTICLE 38
GENDER AND NUMBER

This Agreement shall be construed by the actual gender and/or number of the person, persons, entity and/or entities referenced herein, regardless of the gender and/or number used in such reference.

ARTICLE 39
NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to Sandy Springs shall be addressed as follows:

City of Sandy Springs
7840 Roswell Road, Building 500
Sandy Springs, Georgia 30350

ATTN: John McDonough, City Manager

With a copy to:

City of Sandy Springs
7840 Roswell Road, Building 500
Sandy Springs, Georgia 30350

ATTN: Greg Ramsey, P.E.
Project Manager

Notice to Consultant shall be addressed as follows:

Chad Epple, P.E., Vice President
SEI – Southeastern Engineering, Inc.
2470 Sandy Plains Road
Marietta, GA 30066

ARTICLE 40
JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in Georgia. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

ARTICLE 41
EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, Consultant agrees as follows:

A. Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin.

B. Consultant will, in all solicitations or advertisements for employees placed by, or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.

C. Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 42
FORCE MAJEURE

Neither Sandy Springs nor Consultant shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation; provided, however, that nothing herein shall relieve or be construed to relieve Consultant from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed and delivered on this, the 7th day of May, 2010.

Attest:

Erika Ulyms

Title: Acct Coord.

(SEAL)

CONSULTANT

By: [signature]

Title: PRESIDENT

Attest:

Michael Casey

Title: CITY CLERK

SANDY SPRINGS

By: John McDyl

Title: City Manager

FINAL AFFIDAVIT

TO SANDY SPRINGS

I, _____, hereby certify that all suppliers of materials, equipment and services, subcontractors, mechanics, and laborers employed by Southeastern Engineering, Inc. ("Consultant") or any of its subcontractors in connection with the design and/or construction of Morgan Falls Road Improvements (the "Project") have been paid and satisfied in full as of _____, 20__, and that there are no outstanding obligations or claims of any kind for the payment of which Sandy Springs on the Project might be liable, or subject to, in any lawful proceeding at law or in equity.

_____
Signature

_____
Title

Personally appeared before me this _____ day of _____, 20__, _____ who under oath deposes and says that he is _____ of _____ ("Consultant"), that he has read the above statement and that, to the best of his knowledge and belief, the same is an exact true statement.

_____
Notary Public

My commission expires: _____

EXHIBIT A – CONSULTANT'S PROPOSAL

SOUTHEASTERN ENGINEERING, INC.

SANDY SPRINGS

May 4, 2010

City of Sandy Springs
Greg Ramsey, PE
CIP Project Manager
7840 Roswell Road, Bldg 500
Sandy Springs, Georgia 30350

RE: RFP # 10-421 Morgan Falls Road Survey and Conceptual Design Cost Proposal

Mr. Ramsey:
SEI is pleased to provide this cost proposal to the City of Sandy Springs. The proposed Surveying and Conceptual Design services are consistent with the attached project schedule (previously presented to the City of on Friday April 30, 2010). It is the intent of SEI to provide complete and coordinated professional design and technical services necessary to provide Sandy Springs with 3 Concept Plans and Reports for upgrades to Morgan Falls Road.

PROJECT SCOPE

Concept Programming: Upon Notice to Proceed, SEI will initiate several tasks to kick off the project and prepare for a planning meeting with the City and primary stakeholders. These tasks include:

- Environmental Screening - Begin early environmental coordination and documentation with the appropriate regulatory agencies. Although this is a locally funded project, SEI will complete coordination procedures typically used when performing **National Environmental Policy Act** ("NEPA") and Georgia Environmental Policy Act ("GEPA") regulatory coordination. SEI will prepare and submit letters the Wildlife Resources Division (WRD) and the State Historic Preservation Division requesting information of project specific conditions of special concern (e.g., protected species, historic properties, etc.). In addition, SEI understands that Georgia Power maintains an archive of historic properties/archaeological information. SEI will request access to Georgia Power's library of information for review purposes.
- SEI will complete a delineation of waters of the U.S.[1] using the Routine Onsite Determination Method as described in the U.S. Army Corps of Engineers (USACE) January 1987 - Final Report Wetlands Delineation Manual (Technical Report Y-87-1). Waters/wetlands on the subject property will be demarcated with survey flagging and paired wetland data points will be collected. SEI will prepare a request for an "approved" jurisdictional determination ("JD") for submittal to the USACE. Receipt of an approved JD from the USACE will precisely identify the limits of waters of the U.S. on the property, which are under the purview of the Clean Water Act and could potentially require coordination with the USACE prior to incurring impacts (e.g., filling, piping, relocating, etc.).
- Given the anticipated level of scrutiny this project will receive, SEI in coordination with COSS will also seek regulatory concurrence from the EPD by seeking their guidance in confirming the identification of waters of the State on and in close proximity to the subject property.
- SEI will coordinate with the Atlanta Regional Commission (ARC) as the ARC's purview includes a 2,000-foot corridor extending from the banks of the Chattahoochee River. The ARC is charged with reviewing proposed land disturbance activities within the above-referenced corridor
- Prepare conceptual base map from tax parcel information and other resources such as Sandy Springs GIS info, Fulton County GIS, aerial mapping, and right of way research.
- Site inspection by survey, planning and engineering staff
- Commence Field survey operations along known project roadway corridors

[1] Waters such as intrastate lakes, rivers, streams (including intermittent streams), mudflats, sandflats, wetlands, sloughs, prairie potholes, wet meadows, playa lakes, or natural ponds, etc.

2470 Sandy Plains Road. Marietta, Ga. 30066. Phone: (770) 321-3936. Fax: (770) 321-3935

- Obtain any right of way plans and/or asbuilt information of Morgan Falls Road from City of Sandy Springs and Fulton County records.
- A traffic operations study will be prepared to model future growth resulting from the future park improvements including the proposed pedestrian bridge, to evaluate operations for multiple modes of transportation to support the goals of the Transportation Master Plan and to verify that the typical sections have capacity to support City's/Georgia Power area future use. Existing conditions will be documented to determine average daily traffic (ADT), speed and classification types of the vehicles using the current roadway and existing facilities. This data will be collected for use in determining projected operational levels of service (LOS) and safety of vehicle, bicycle and pedestrian traffic projected to use the facilities presented by SEI in preliminary concepts.
-
- Kick Off Meeting/Planning session with City and Georgia Power Officials
- Impacted primary and secondary stakeholder Concept Plan coordination

At the initial Kick-Off Meeting, it is expected that many pertinent design items will be disclosed and discussed in an effort to more effectively convey a desired project outcome. 3 Preliminary Concepts identified during and/or after the meeting working toward all Primary Stakeholder Buy In.

Working Concept Plans will be further developed to finalize 3 plausible concepts. SEI will work with all impacted primary stakeholders to seek primary stakeholders support. At the City's request, preliminary concepts will be presented in a pseudo public format for the benefit of secondary stakeholders such as the Upper Chattahoochee Riverkeeper organization, the Path Foundation, Sandy Springs Conservancy, etc.

Task Description	Cost	Billed:	Initials for Authorization
Concept Programming	**$27,000**	**% Complete Monthly**	

Base Map Development: As stated above, SEI will initiate field survey operations of the known roadway corridors. Upon City and Primary Stakeholder concurrence of the 3 Conceptual Layouts, other tasks to be performed in support of base map preparation will include:

- Property boundary resolution
- "SUE" Level B Utility Locate
- Topographic surveying
- 3D Laser Scanning as Needed
- As-Built Utility Plan submittal to Identified Utility Owners/Managers for confirmation
- Detailed route survey of known vertical curve/crest concerns along Morgan Falls Road and/or Morgan Falls Place.
- Final Base Map Compilation

Base Map Development will be invoiced hourly according to the attached rate schedule.

Task Description	Price	Billed:	Initials for Authorization
Base Map Development	**$40,000 (survey allowance)**	**% Complete Monthly**	

SEI
SOUTHEASTERN ENGINEERING, INC.

SANDY SPRINGS

Concept Plan and Report Preparation: Upon final Base Map completion and approval the 3 previously generated concept roadway alignments, SEI will commence with final Concept Plans and preliminary engineering reflective of the 3 desired options. The deliverable of this phase will include:

- Three Concept Plans with proposed grades and drainage structures
- Conceptual stormwater management plan
- Identification of construction staging areas, haul routes, material stockpile/borrow areas, earthwork estimates
- Project phasing
- Clear Identification of required right-of-way and easements
- Construction Cost Estimates
- Concept Reports of each including:
    - Summary of design criteria
    - The traffic impacts of each of the three concepts will be determined. Recommendations to mitigate the traffic impacts of each of the three concept alternatives will be made to ensure safety and operational efficiency for vehicle, bicycle and pedestrian traffic operations
    - Environmental analysis reflective of each option
    - Park integration summary reflective of each option
    - Stakeholder needs summary
    - Design/permit and construction schedules for each alignment
- SEI will prepare separate Plan and Profile sheets reflective of areas of Morgan Falls Road where vertical curve and crest concerns exist.

The final Concept Plans and Reports will be submitted to the City of Sandy Springs and the primary stakeholders for their review and decision.

Task Description	Price	Billed:	Initials for Authorization
Concept Plan and Report Preparation	$30,500	% Complete Monthly	

SEI has reviewed and accepts the City of Sandy Springs standard contract documentation contained in the original RFP. Our calendar updated project schedule is attached. We appreciate the opportunity to work with the City of Sandy Springs once again and look forward to making this a successful project.

Sincerely,

Chad W. Epple, PE
Vice President
SEI - Southeastern Engineering, Inc

2470 Sandy Plains Road. Marietta, Ga. 30066. Phone: (770) 321-3936. Fax: (770) 321-3935

SOUTHEASTERN ENGINEERING, INC.

SANDY SPRINGS

HOURLY RATE SCHEDULE:

Land surveying and 3D scanning services shall be invoiced according to the following rates:

Surveying Personnel:

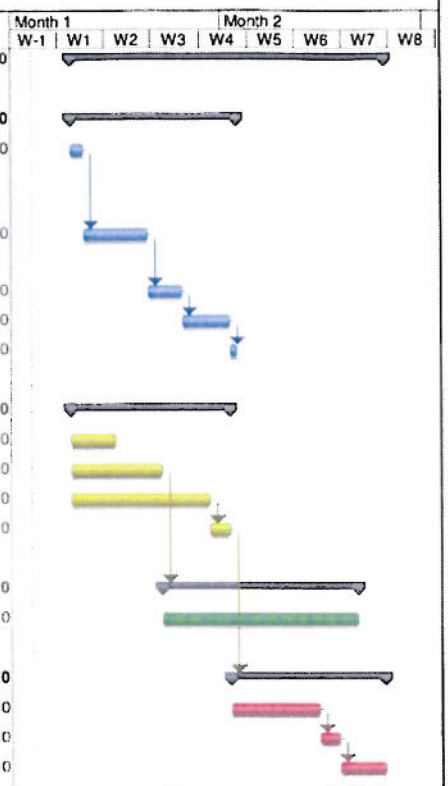
Field Crew:	$125/hr.
Field Crew (3 man):	$165/hr.
GPS Field Crew:	$165/hr.
Registered Land Surveyor:	$125/hr.
LSIT Surveyor:	$100/hr.
Project Manager:	$80/hr.
Technician:	$60/hr.
Administrative:	

2470 Sandy Plains Road. Marietta, Ga. 30066. Phone: (770) 321-3936. Fax: (770) 321-3935

RFP #10-421 Morgan Falls Road Concepts

Total Duration = 50 Days

ID	Task Name	Duration	Start	Finish
1	**Notice to Proceed**	**48 days**	**Mon 5/10/10**	**Fri 6/25/10**
2				
3	**Concept Report**	**25 days**	**Mon 5/10/10**	**Thu 6/3/10**
4	Kick-off Meeting With City Staff - Review Project Objectives & Concept Planning Session with GIS Information - Exhibit A	2 days	Mon 5/10/10	Tue 5/11/10
5	Develop Roadway Design Criteria & Obtain Stakeholder Input through Sandy Springs	10 days	Wed 5/12/10	Fri 5/21/10
6	Prepare Concept Report With Information Obtained	5 days	Fri 5/21/10	Wed 5/26/10
7	City of Sandy Springs Concept Report Review	7 days	Wed 5/26/10	Wed 6/2/10
8	Concept Report Approval	1 day	Wed 6/2/10	Thu 6/3/10
9				
10	**Basemap Development**	**24 days**	**Mon 5/10/10**	**Wed 6/2/10**
11	Environmental Screening	7 days	Mon 5/10/10	Sun 5/16/10
12	Boundary Resolution and Level B Utility Location	14 days	Mon 5/10/10	Sun 5/23/10
13	3D Laser Scanning and Topographic Survey	21 days	Mon 5/10/10	Sun 5/30/10
14	Compile Conceptual Basemap	3 days	Sun 5/30/10	Wed 6/2/10
15				
16	**Utility Coordination**	**30 days**	**Sun 5/23/10**	**Mon 6/21/10**
17	Utility Confirmation Submittal to Owners	30 days	Sun 5/23/10	Mon 6/21/10
18				
19	**Concept Plan Preparation**	**24 days**	**Wed 6/2/10**	**Fri 6/25/10**
20	Develop Three Loop Road Concept Plans	14 days	Wed 6/2/10	Tue 6/15/10
21	Prepare Preliminary Cost Estimate for Each Alignment	3 days	Tue 6/15/10	Fri 6/18/10
22	City Review of Concept Plans	7 days	Fri 6/18/10	Fri 6/25/10



Project: Morgan Falls Schedule1.mpp
Date: Tue 5/4/10

Task		Milestone		External Tasks	
Split		Summary		External Milestone	
Progress		Project Summary		Deadline	

EXHIBIT B – SCOPE OF SERVICES

Please see Exhibit A, Consultant's Proposal, for a complete Scope of Services for this project. The City reserves the right to extend this contract to include a greater scope, to be determined at any point of the contract duration, through negotiation with the consultant over the additional tasks and associated fees.

EXHIBIT C – DELIVERABLES

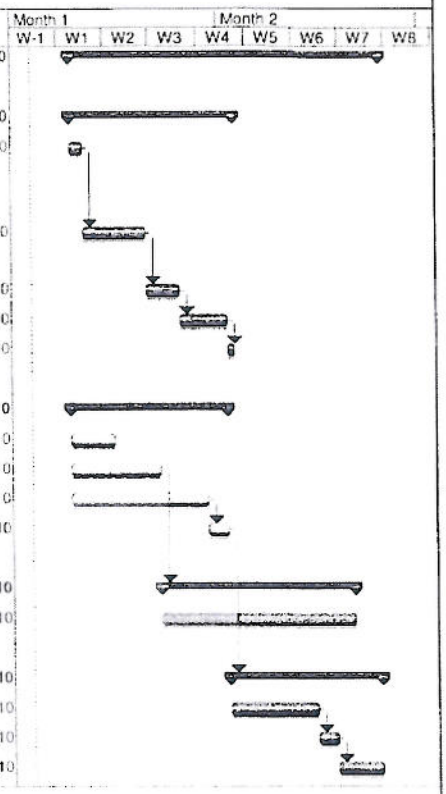
DELIVERABLES ASSOCIATED WITH THIS CONTRACT AGREEMENT INCLUDE, BUT ARE NOT LIMITED TO:

1. Delineation of Waters of the U.S.
2. Regulatory concurrence through Georgia's EPD
3. Coordination with the Atlanta Regional Commission
4. Conceptual base map from tax parcel information and GIS
5. Traffic operations study
6. Property boundary survey
7. SUE Level B utility locate
8. Topographic survey
9. 3D laser scanning as needed
10. As built utility plan submittal to owners
11. Route survey along Morgan Falls Road
12. Final Base Map compilation
13. Three concept alternatives for improvements to Morgan Falls Road
14. Conceptual stormwater management plan
15. Construction staging identification
16. Project phasing
17. Identification of required right of way and easements
18. Construction cost estimates for the concept alternatives
19. Concept Report
20. Plan and profile sheets for the three design concepts

EXHIBIT D – SCHEDULE OF TIME AND PERFORMANCE OF WORK

RFP #10-421 Morgan Falls Road Concepts — **Total Duration = 50 Days**

ID	Task Name	Duration	Start	Finish
1	**Notice to Proceed**	**48 days**	**Mon 5/10/10**	**Fri 6/25/10**
2				
3	**Concept Report**	**25 days**	**Mon 5/10/10**	**Thu 6/3/10**
4	Kick-off Meeting With City Staff - Review Project Objectives & Concept Planning Session with GIS Information - Exhibit A	2 days	Mon 5/10/10	Tue 5/11/10
5	Develop Roadway Design Criteria & Obtain Stakeholder Input through Sandy Springs	10 days	Wed 5/12/10	Fri 5/21/10
6	Prepare Concept Report With Information Obtained	5 days	Fri 5/21/10	Wed 5/26/10
7	City of Sandy Springs Concept Report Review	7 days	Wed 5/26/10	Wed 6/2/10
8	Concept Report Approval	1 day	Wed 6/2/10	Thu 6/3/10
9				
10	**Basemap Development**	**24 days**	**Mon 5/10/10**	**Wed 6/2/10**
11	Environmental Screening	7 days	Mon 5/10/10	Sun 5/16/10
12	Boundary Resolution and Level B Utility Location	14 days	Mon 5/10/10	Sun 5/23/10
13	3D Laser Scanning and Topographic Survey	21 days	Mon 5/10/10	Sun 5/30/10
14	Compile Conceptual Basemap	3 days	Sun 5/30/10	Wed 6/2/10
15				
16	**Utility Coordination**	**30 days**	**Sun 5/23/10**	**Mon 6/21/10**
17	Utility Confirmation Submittal to Owners	30 days	Sun 5/23/10	Mon 6/21/10
18				
19	**Concept Plan Preparation**	**24 days**	**Wed 6/2/10**	**Fri 6/25/10**
20	Develop Three Loop Road Concept Plans	14 days	Wed 6/2/10	Tue 6/15/10
21	Prepare Preliminary Cost Estimate for Each Alignment	3 days	Tue 6/15/10	Fri 6/18/10
22	City Review of Concept Plans	7 days	Fri 6/18/10	Fri 6/25/10



Project: Morgan Falls Schedule1.mpp
Date: Tue 5/4/10

Task		Milestone		External Tasks	
Split		Summary		External Milestone	
Progress		Project Summary		Deadline	

EXHIBIT E – COMPENSATION AND PAYMENT FOR CONSULTANT SERVICES

Task Description	Cost
Concept Programming	$27,000
Base Map Development	$40,000 (maximum)
Concept Plan and Report	$30,500
TOTAL	$97,500

Please note that the City reserves the right to extend the scope and fee of this contract at any point during the contract duration for additional services and fees as negotiated between the City and Consultant and approved as an Amendment by the City Manager and City Attorney. Additional services and survey services inside the original scope, as shown in Exhibit A, Consultant's Proposal, shall be paid for by the hourly rate schedule as shown in Exhibit A, Consultant's Proposal.

EXHIBIT F – CERTIFICATION OF CONSULTANT – DRUG-FREE WORKPLACE

CERTIFICATION OF CONSULTANT

DRUG-FREE WORKPLACE

I hereby certify that I am a principle and duly authorized representative of Southeastern Engineering, Inc., ("Consultant"), whose address is 2470 Sandy Plains Road, Marietta, GA 30066 and I further certify that:

(1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and

(2) A drug-free workplace will be provided for Consultant's employees during the performance of the Agreement; and

(3) Each subcontractor hired by Consultant shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. Consultant shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with Consultant, _____ certifies to Consultant that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3"; and

(4) The undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

CONSULTANT:

Date: 5/7/10

Signature: [signature]

Title: PRESIDENT

EXHIBIT G – GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT CERTIFICATION

CERTIFICATION OF CONSULTANT

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

I hereby certify that I am a principle and duly authorized representative of Southeastern Engineering, Inc., ("Consultant"), whose address is 2470 Sandy Plains Road, Marietta, GA 30066 and I further certify that:

Consultant hereby agrees to comply with all applicable provisions and requirements of the Georgia Security and Immigration Compliance Act of 2006 (the "Act"), as codified in O.C.G.A. Sections 13-10-90 and 13-10-91 and regulated in Chapter 300-10-1 of the Rules and Regulations of the State of Georgia, "Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program," accessed at http://www.dol.state.ga.us, as further set forth below.

Consultant agrees to verify the work eligibility of all of newly hired employees through the U.S. Department of Homeland Security's *Employment Eligibility Verification (EEV) / Basic Pilot Program*, accessed through the Internet at https://www.vis-dhs.com/EmployerRegistration, in accordance with the provisions and timeline found in O.C.G.A. 13-10-91 and Rule 300-10-1-.02 of the Rules and Regulations of the State of Georgia. As of July 1, 2007, the verification requirement applies to contractors and subcontractors with five-hundred (500) or more employees.

Consultant understands that the contractor and subcontractor requirements of the Act apply to contracts for, or in connection with, the physical performance of services within the State of Georgia.

Consultant understands that the following contract compliance dates set forth in the Act apply to the Contract Agreement, pursuant to O.C.G.A. 13-10-91:

On or after July 1, 2007, to public employers, contractors, or subcontractors of 500 or more employees;

On or after July 1, 2008, to public employers, contractors, or subcontractors of 100 or more employees; and

On or after July 1, 2009, to all other public employers, their contractors, and subcontractors.

To document the date on which the Act is applicable to Consultant, and to document Consultant's compliance with the Act, the undersigned agrees to initial one of the three (3) lines below indicating the employee number category applicable to

Consultant, and to submit the indicated affidavit with the Contract Agreement if the Consultant has 500 or more employees.

Consultant has:

____ 500 or more employees [Consultant must register with the *Employment/Eligibility Verification/Basic Pilot Program* and begin work eligibility verification on July 1, 2007];

____ 100-499 employees [Consultant must register with the *Employment Eligibility Verification/Basic Pilot Program* and begin work eligibility verification by July 1, 2008]; or

____ 99 or fewer employees [Consultant must begin work eligibility verification by July 1, 2009].

Consultant further agrees to require O.C.G.A. Sections 13-10-90 and 13-10-91 compliance in all written agreements with any subcontractor employed by Consultant to provide services connected with the Contract Agreement, as required pursuant to O.C.G.A. 13-10-91.

Consultant agrees to obtain from any subcontractor that is employed by Consultant to provide services connected with the Contract Agreement, the subcontractor's indication of the employee number category applicable to the subcontractor.

Consultant agrees to secure from any subcontractor engaged to perform services under this Contract an executed "Subcontractor Affidavit," as required pursuant to O.C.G.A. 13-10-91 and Rule 300-10-1-.08 of the Rules and Regulations of the State of Georgia, which rule can be accessed at http://www.dol.state.ga.us.

Consultant agrees to maintain all records of the subcontractor's compliance with O.C.G.A. Sections 13-10-90 and 13-10-91 and Chapter 300-10-1 of the Rules and Regulations of the State of Georgia.

CONSULTANT:

Date: 5/7/10 Signature: [illegible]

Title: PRESIDENT

SANDY SPRINGS
GEORGIA

AMENDMENT #1 TO CONTRACT AGREEMENT

Project No. T-0034
Morgan Falls Road Improvements
Contract ID Number: 350-4220-541.40-00
City of Sandy Springs

This Amendment to the Contract grants the following changes as described below on this day, June 30, 2010:

WHEREAS the Consultant has ongoing effort in the scope of work set out in that certain Consultant Services Agreement between the City of Sandy Springs ("City") and Southeastern Engineering, Inc. ("Consultant") dated May 12, 2010, for City Project # T-0034 ("Agreement"), and/or **Morgan Falls Road Improvements.**

WHEREAS, pursuant to the authority granted in the original bid documents, the parties desire to amend said agreement as follows:

1. Exhibit B, Project Description shall be revised to include work associated with preparing final design and construction plans, as described in Attachment A of this amendment.
2. Exhibit C, Scope of Services shall be revised to include work associated with preparing final design and construction plans, as described in Attachment A of this amendment.
3. Exhibit E, Compensation shall be amended to include the additional design fees for the work associated with preparing final design and construction plans, as described in Attachment A, of $148,670, bringing the total contract amount to $246,170.
4. All other terms of the Agreement shall remain in full force and effect and the parties expressly agree to abide by the same.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers as of the day and year set forth next to each signature.

CITY OF SANDY SPRINGS

By: _____

Title: City Manager

Name: John McDonough

Date: 7/19/10

_____
Attest

Approved as to form:

_____
Assistant City Attorney

SOUTHEASTERN ENGINEERING, INC.

By: _____

Title: V. President

Name: Chad W. Eagle

Date: June 30th, 2010

ATTACHMENT A

SEI

2470 Sandy Plains Rd
Marietta, GA 30067
770-321-3936
cepple@seengineering.com

June 24th, 2010

Greg Ramsey, PE
Public Works
City of Sandy Springs
7840 Roswell Road, Suite 500
Sandy Springs, GA 30350
(P) 770.206.2012

RE: Supplemental Agreement #1 to PO #100487
Morgan Falls Road Improvements T-0034

Dear Greg:
The following Supplemental Agreement is to support the increased scope associated with the design and multi-jurisdictional permitting of Morgan Falls Road Phases 1A and 1B.

Base Map Development - $18,000

- Current base map allowance specified in original contract has been depleted. SEI requests an additional $10,000 allowance to support final project design.
- Right-of-Way, topographic and utility survey of the intersection of Roswell Road and Morgan Falls Road (See attached Exhibit) has been requested. SEI requests an additional $8,000 to complete surveys.

Phase 1A (Laurels at Morgan Falls Apartments to Overlook Park +/- 3,800 lf) – City of Sandy Springs LDP - $75,000

- Completed Roadway Construction Plans per GDOT's Plan Presentation Guidelines
    - Detailed Estimate
    - Typical sections
    - Mainline Plans
    - Utility Plans
    - Cross-sections
    - Main line profile
    - Signage and Marking Plans
    - Phased Erosion Control
    - Retaining wall design & details
    - Standard Details
    - Utility Profiles
    - Hydrology Study
    - Stormwater management facility design
    - Right-of-Way Plans
- Up to (2) Public Involvement Meetings
- Estimate of probable construction costs based on GDOT pay items
- Coordinating above and underground utility impacts with utility owners
- MRPA / ARC plan preparation, coordination & approvals
- Georgia Power Company plan preparation, permitting & coordination
- Colonial Pipeline plan preparation, permitting & coordination
- EPD Morgan Falls Landfill Minor Amendment application & coordination

2470 Sandy Plains Rd
Marietta, GA 30067
770-321-3936
cepple@seengineering.com

Phase 1B – (Overlook Park down to the River +/- 1,050 lf) – City of Sandy Springs LDP - $30,000

- Completed Roadway Construction Plans per GDOT's Plan Presentation Guidelines
    - Detailed Estimate
    - Typical sections
    - Mainline Plans
    - Utility Plans
    - Cross-sections
    - Main line profile
    - Signage and Marking Plans
    - Phased Erosion Control
    - Retaining wall design & details
    - Standard Details
    - Utility Profiles
    - Hydrology Study
    - Stormwater management facility design
    - Right-of-Way Plans
- Up to (2) Public Involvement Meetings
- Estimate of probable construction costs based on GDOT pay items
- Coordinating above and underground utility impacts with utility owners
- MRPA / ARC plan preparation, coordination & approvals
- Georgia Power Company plan preparation, permitting & coordination

Phase 1A & 1B – Geotechnical Services - $25,670

A SPT boring approximately every 300 to 500 feet along the centerline and along the proposed cut ditch line. These borings will be drilled to a depth of approximately five feet below the proposed finished grade, or five feet below the current grade, whichever is deeper. In order to analyze the existing pavement, the pavement will be cored every 1,000 linear feet. We will also drill four borings in selected locations along the proposed retaining wall alignments. The retaining wall borings will be drilled approximately 1.5 times the wall height below the proposed bottom of footing elevation. Clearing for drill rig access will be necessary, and is included in our fee. No rock coring is planned, and rock coring is not included in our fee. A total drilling footage of 285 linear feet has been budgeted.

A log of each boring will be prepared that will show visual soil classifications, depth to groundwater if encountered and depth to rock if encountered. Split barrel samples will be returned to the laboratory for detailed classification. Bag samples (20-30 lbs.) will be obtained from borehole cuttings and returned to the laboratory for testing.

Laboratory testing will consist of two Proctors with wash 200 tests and two CBR tests.

Traffic control will consist of a flagman and signage and will be to MUTCD standards. Initially, the designated boring locations to be investigated will be located in the field by SEI. Existing utilities near all the boring locations will be determined and appropriate adjustments made for clearance. SEI personnel will assist with the utility clearances. At the completion of drilling, SEI will field locate boring locations and create a drawing showing the borings over the roadway.

A geotechnical report will be issued that will include:

2470 Sandy Plains Rd
Marietta, GA 30067
770-321-3936
cepple@seengineering.com

- A brief review of all testing procedures and the results of all field and laboratory test including boring logs, subsurface profiles and laboratory test data sheets.
- A discussion of the existing pavement structure and subgrade support parameters and other factors such as rock and groundwater conditions encountered in the borings.
- Recommendation for both a new pavement section and an overlay of the existing pavement based on the existing traffic and any planned future increase in traffic.
- Recommended design parameters for the new retaining walls.
- Discussion of potential excavation and construction issues such as shallow groundwater and difficult excavations due to rock and/or other obstructions. Recommendations for fill placement and subgrade preparation procedures will also be provided as applicable.

Base Map Allowance - $18,000
Phase 1A – $75,000
Phase 1B – $30,000
Geotechnical Services - $25,670
Project Total – $148,670

Please see attached updated Project Schedule for specific task sequencing. Please feel free to contact me if you have any questions or comments.

Respectfully submitted,

Chad W. Epple, PE
Vice President / Principal-in-Charge

P U R C H A S E O R D E R

PAGE: 1

P.O. #: 100487

DATE: 05/12/10

CHANGE #: 1

DATE CHG: 07/19/10

INVOICE TO:
CITY OF SANDY SPRINGS
ACCOUNTS PAYABLE
7840 ROSWELL ROAD
SUITE 500
SANDY SPRINGS, GA 30350

VENDOR #
1283
SOUTHEASTERN ENGINEERING INC
2470 SANDY PLAINS ROAD
MARIETTA, GA 30066

SHIP TO:
CITY OF SANDY SPRINGS
CITY HALL
7840 ROSWELL ROAD
SUITE 500
SANDY SPRINGS, GA 30350

DELIVER BY: 05/12/10
F.O.B.
TERMS NET

CONFIRM BY: CHRIS ADAMS
CONFIRM TO: LYNN TAYLOR
REQUISITIONED BY: GREG RAMSEY

ACCOUNT NO.	PROJECT	REQ. NO.	REQ. DATE
35042205414000	T0034	NA	05/12/10

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
			********** CHANGE ORDER **********		
1	97500.00	EA	MORGAN FALLS ROAD IMPROVEMENT PROJECT PER ATTACHED CONTRACT	1.0000	97500.00
2	148670.00	EA	REVISED SCOPE FOR MORGAN ROAD IMPROVEMENTS	1.0000	148670.00
				SUB-TOTAL	246170.00
				TOTAL	246170.00

REMARKS:
REVISED SCOPE OF SERVICES FOR MORGAN FALLS ROAD IMPROVEMENTS PROJECT T0034 FINAL DESIGN AND CONSTRUCTION PLANS

AUTHORIZED BY _____
PURCHASING AGENT

SANDY SPRINGS
GEORGIA

AMENDMENT #2 TO CONTRACT AGREEMENT

Project No. T-0034
Morgan Falls Road Improvements
Contract ID Number: 350-4220-541.40-00
City of Sandy Springs

This Amendment to the Contract grants the following changes as described below on this day, November 17, 2010:

WHEREAS the Consultant has ongoing effort in the scope of work set out in that certain Consultant Services Agreement between the City of Sandy Springs ("City") and Southeastern Engineering, Inc. ("Consultant") dated May 12, 2010, for City Project # T-0034 ("Agreement"), and/or **Morgan Falls Road Improvements.**

WHEREAS, pursuant to the authority granted in the original bid documents, the parties desire to amend said agreement as follows:

1. Exhibit B, Project Description shall be revised to include work associated with preparing final design and construction plans, as described in Attachment A of this amendment.
2. Exhibit C, Scope of Services shall be revised to include work associated with preparing final design and construction plans, as described in Attachment A of this amendment.
3. Exhibit E, Compensation shall be amended to include the additional design fees for the work associated with preparing final design and construction plans, as described in Attachment A, of $60,500, bringing the total contract amount to $306,670.
4. All other terms of the Agreement shall remain in full force and effect and the parties expressly agree to abide by the same.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers as of the day and year set forth next to each signature.

CITY OF SANDY SPRINGS

By: _____

Title: City Manager

Name: John McDonough

Date: 12-3-10

Attest

Approved as to form:

Assistant City Attorney

SOUTHEASTERN ENGINEERING, INC.

By: _____

Title: V-President

Name: Chad Epple

Date: 11/17/2010

SEI

2470 Sandy Plains Rd
Marietta, GA 30067
770-321-3936
cepple@seengineering.com

November 17th, 2010

Greg Ramsey, PE
City of Sandy Springs Public Works
7840 Roswell Road, Suite 500
Sandy Springs, GA 30350
(P) 770.206.2012

RE: Supplemental Agreement #2 to PO #100487
Morgan Falls Road Improvements T-0034

Dear Greg:
The following Supplemental Agreement request is to provide additional funding to support the increased scope associated with the redesign, multi-jurisdictional permitting, and right-of-way staking of the Morgan Falls Road Improvement project.

Phase 1A Design Revisions - $50,500

- Phase 1A / 1B location revisions
- Stream Buffer Variance from EPD
- City of Sandy Springs Stream Buffer encroachment application
- Alternate retaining wall analysis design and exhibit support
- Roundabout redesign / elimination per GPC comments
- Right of Way Plan revisions
- Mainline Plans updates
- Utility Plans updates
- Cross-sections updates
- Main line profile updates
- Signage and Marking Plans updates
- Phased Erosion Control updates
- Standard Details
- Utility Profiles updates
- Hydrology Study revisions
- Updated estimate of probable construction costs based on GDOT pay items

Right of Way staking and plat preparation allowance- $10,000

- Right-of-Way staking – On an as needed basis as requested by the City.
- Plat preparation – On an as needed basis as requested by the City.

Additional Design Services - $50,500
Right-of-Way staking and plat preparation allowance – $10,000

Project Total – $60,500 ($10,000 as right-of-way allowance)

Please feel free to contact me if you have any questions or comments.

Respectfully submitted,

Chad W. Epple, PE
Vice President / Principal-in-Charge

SANDY SPRINGS
GEORGIA

AMENDMENT #3 TO CONTRACT AGREEMENT

Project No. T-0034
Morgan Falls Road Improvements
Contract ID Number: 350-4220-541.40-00
City of Sandy Springs

This Amendment #3 to the Contract grants the following changes as described below on this day, March 25, 2011:

WHEREAS the Consultant has ongoing effort in the scope of work set out in that certain Consultant Services Agreement between the City of Sandy Springs ("City") and Southeastern Engineering, Inc. ("Consultant") dated May 4, 2010, for City Project # T-0034 ("Agreement"), and/or **Morgan Falls Road Improvements.**

WHEREAS, pursuant to the authority granted in the original bid documents, the parties desire to amend said agreement as follows:

1. Exhibit A, Project Description shall be revised to include work associated with preparing final design and construction plans, as described in Attachment A of this amendment.
2. Exhibit B, Scope of Services shall be revised to include work associated with preparing final design and construction plans, as described in Attachment A of this amendment.
3. Exhibit E, Compensation shall be amended to include the additional design fees for the work associated with preparing final design and construction plans, as described in Attachment A, of $65,000, bringing the total contract amount to $371,670.
4. All other terms of the Agreement shall remain in full force and effect and the parties expressly agree to abide by the same.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers as of the day and year set forth next to each signature.

CITY OF SANDY SPRINGS	SOUTHEASTERN ENGINEERING, INC.
By:_____	By:
Title:_____	Title: V-President
Name:_____	Name: Chad W. Epple
Date:_____	Date: 3/24/2011

Attest: _____

Approved as to form: _____
Assistant City Attorney

Public Works

SEI

2470 Sandy Plains Rd
Marietta, GA 30067
770-321-3936
cepple@seengineering.com

March 24, 2011

Greg Ramsey, PE
City of Sandy Springs Public Works
7840 Roswell Road, Suite 500
Sandy Springs, GA 30350
(P) 770.206.2012

RE: Supplemental Agreement #3 to PO #100487
Morgan Falls Road Improvements T-0034

Dear Greg:
The following Supplemental Agreement request is to provide additional funding to support the increased scope associated with the numerous revisions stemming from Georgia Power Company's various departments (transmission, distribution, generation, environmental, engineering, acquisition, etc.) and Colonial Pipeline. Since approvals from the EPD Watershed Protection Division and EPD Solid Waste Divisions have already been obtained, recently requested revisions will need to be incorporated in current plan sets and re-submitted to the appropriate jurisdictions.

Design Revisions and Permitting - $60,000

- Mainline plan revisions
- Storm sewer plan and profile revisions
- Alternate retaining wall analysis design and exhibit support
- Right of Way Plan revisions
- Utility Plans updates
- Cross-sections updates
- Main line profile updates
- Signage and Marking Plans updates
- Phased Erosion Control updates
- Standard Details
- EPD Watershed Protection updates
- EDP Minor Modification to Landfill updates
- Utility Profiles updates
- Hydrology Study revisions
- Updated estimate of probable construction costs based on GDOT pay items

Geotechnical Support - Design of engineered 1:1 slope within Colonial Pipeline easement – $5,000

- Soil testing
- Design & specifications of fabric reinforced slope
- Colonial Pipeline review and coordination

Please feel free to contact me if you have any questions or comments.

Respectfully submitted,

Chad W. Epple, PE
Vice President / Principal-in-Charge