



November 2, 2017

Mr. Michael Anderson, Public Works Director
City of Powder Springs

Re: Lewis Road Bridge Scour Repairs
Fee Proposal

Dear Mr. Anderson:

Long Engineering, Inc. will evaluate the scour problem, develop remediation plans, and prepare the environmental letters required to complete the construction. We will complete the work for a lump sum of project of \$27,200. If a stream buffer variance is needed, the cost will be an additional 8,500.

Invoices for the work will be submitted on the first day of each month and are due payable in full within 30 days. Work will be completed within one year from the date hereof.

Please counter-sign and date this letter and initial the terms and conditions pages as acceptance of this proposal.

Best Regards
Long Engineering, Inc.

A handwritten signature in blue ink that reads 'Samuel L. Powell'.

Sammy Powell, PE
Vice President

ACCEPTED:

DATE:

for the City of Powder Springs

STANDARD TERMS AND CONDITIONS

1. Standards of Performance

LONG ENGINEERING, INC. (LONG) will perform services using the degree of care and skill ordinarily exercised under similar circumstances by members of LONG's profession practicing in the same or similar locality. No other warranty, expressed or implied is made or intended in this agreement or by our oral or written reports.

Professional services shall be performed pursuant to applicable codes, regulations and laws in effect on the date of this Agreement. Changes in the codes, laws or regulations after the effective date of this Agreement may warrant modifications to LONG's scope, schedule or compensation.

Client shall furnish to LONG all information in the possession, custody or control that relates to the project and that may bear upon the services of LONG under this Agreement.

2. Scope of Services

LONG agrees to provide the services as enumerated in the Proposal attached to and made a part of this Agreement. The Scope of Services of the Proposal is intended to include the services that could be reasonably anticipated based on LONG's similar past projects. LONG does not guarantee or warrant that the Scope of Services is inclusive of all services required. Client agrees that services found to be required that are not expressly included in the Scope of Services will be performed by LONG as an Additional Service.

3. Payment Terms

Invoices will be submitted generally on a monthly basis and are payable in full upon receipt. Unpaid balances will be subject to an additional charge at the rate of 1-1/2% per month from the date of invoice if not paid within 30 days. If full payment has not been received after 60 days from invoice date, LONG may suspend services without liability until the Client has paid in full all amounts due LONG on account of services rendered and expenses incurred, including interest on past due invoices.

Client's obligation for payment of services provided pursuant to this Agreement is in no way dependent on Client's ability to obtain financing, regulatory approvals or payment from third parties.

4. Documents

All documents, including but not limited to drawings, notes, calculations, specifications and exhibits are instruments of service with respect to this Agreement and will remain the sole property of LONG. LONG will furnish the Client copies of documents at the Client's request and the Client shall pay for all costs of reproduction. Client agrees not to reuse the documents for any other project not expressly provided for in this Agreement without the written consent of LONG. Reuse of the documents without LONG's written consent or adaptation for the intended application will be at the Client's sole risk and without liability or legal exposure to LONG or LONG's consultants.

Copies of documents that are to be relied upon by the Client shall be limited exclusively to printed copies that are signed and sealed by LONG. Electronic copies are subject to inadvertent modification and misuse and are not a substitute for the printed copy. Electronic copies provided to the Client at the Client's request are for the convenience of the Client and their use is at the user's sole risk, unless stamped.

5. Construction Phase Services

Client agrees that LONG is not responsible for supervising, directing or controlling the Contractor's work, nor for the means, methods, techniques or sequencing of construction. Client understands and agrees that compliance with safety laws and regulations, implementation of safety programs and installation of safety measures to protect all persons and property at the project site is completely and solely the responsibility of the Contractor.

LONG may provide field observation services during the construction of the project. This service is intended to review portions of the work for general compliance with the Contract Documents. This service in no way relieves the Contractor of its responsibility to perform all work in strict conformance with the Contract Documents and all applicable laws and regulations.

6. Insurance

LONG agrees to purchase and maintain at its own expense, Worker's Compensation Insurance, Comprehensive General Liability Insurance and Professional Errors and Omissions Liability Insurance and will, upon request, provide insurance certificates to the Client naming the Client as addition insured. LONG shall maintain professional liability insurance for a minimum of \$1 million.

Client shall require the Contractor to purchase and maintain General Liability and other insurance as specified in the Contract Documents.

At the Client's request and at the Client's sole cost, LONG will provide additional insurance coverage, increased limits or a reduced deductible that is more protective than the existing policy provided such requested insurance is commercially available and the carrier is acceptable to LONG.

7. Reimbursable Expenses

Client shall reimburse LONG for the cost plus a 10% markup for handling of all outside vendors used on the project including printing, plotting, copying. Project related vehicular travel will be reimbursed at the prevailing per mile rate allowed by the IRS.

8. Project Related Fees

Payment of fees to Cities and/or Counties related to permitting, variances, applications, zoning shall be paid by the Client and are excluded from the consulting service fees itemized in the proposal. City/County fees paid by LONG at the Client's request will be reimbursed by Client.

9. Termination

The obligation to provide further services under this Agreement may be terminated for cause by either party upon 14 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This agreement will not terminate as a result of such substantial failure so long as the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof.

This Agreement may be terminated for convenience by the Client effective no later than 2 days following receipt of the termination notice by LONG. LONG will prepare a final invoice for all services performed and expenses incurred up to the effective date of the termination. Client agrees to pay said invoices in full within 30 days of receipt.

10. Severability

In the event that any provision of this Agreement is found to be unenforceable, all other provisions shall remain in full force and effect.

11. Survival

All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Client and LONG shall survive the completion of the services and the termination of this Agreement.

12. Controlling Law

This Agreement shall be governed in all respects by the laws of the State of Georgia