

PROGRAM MANAGEMENT AGREEMENT

THIS AGREEMENT made as of the ____ day of _____, 2021 by and between City of Powder Springs (the "Owner") and Croy Engineering, LLC, a Georgia limited liability company (the "Program Manager").

The Owner and the Program Manager hereby agree as set forth herein below.

ARTICLE 1

PROGRAM AND PROJECT

1.1 Program and Project

The term "Program" as used in this Agreement (which is defined as these terms and conditions and Exhibit A and B which are incorporated herein by reference) shall mean program management assistance, pre-construction services, right of way acquisition and complete construction services for the Owner's 2022 SPLOST Improvements Program and the term "Project" or "Projects" as used in this Agreement shall mean the total construction required for each Project identified by the Owner and shall consist of the total planning, design, construction and implementation of each Project.

1.2 Contract Documents

This Agreement, for performance of the work and services by the Program Manager, constitutes the Contract Document, To the extent that there is any inconsistency or conflict between or among the Owner and Program Manager, this Agreement shall control.

1.3 Goals and Performance

The duties and obligations outlined in Exhibit A are a means to achieve the requirements of the Owner with regards to the Program and Project. It is essential the Owner and Program Manager evaluate every decision against schedule, budget, and specification criteria. Within 30 days of contract award, the Program Manager must develop the Program Schedule and thereafter identify any circumstances that place the Project at risk of not meeting schedule, budget, or specification requirements. Thereafter, the meetings called for in Exhibit A will be used to evaluate the status of the Project against schedule, cost, and specification requirements. Compliance with project schedule, cost, and specifications shall be the criteria used in determining success of the Program and Projects.

ARTICLE 2

RELATIONSHIP OF PROJECT PARTICIPANTS

2.1 Owner and Program Manager

The Program Manager shall be the agent of the Owner in providing the services required to be

performed under this Agreement by the Program Manager. The Program Manager and the Owner shall each perform and act in accordance with this Agreement in respect to the Program and the Projects. The Program Manager and the Owner each accepts the relationship of trust and confidence between them which is established herein. For purposes of this Agreement, the Program Manager shall communicate with the Owner through the Owner's Authorized Representatives. The Owner agrees that, during the performance of the services required to be performed under this Agreement by the Program Manager, the Owner shall be represented by the Program Manager in dealings with each Consultant and each Contractor. The Owner will include provisions in the Consultant's and Contractor's Agreements requiring: a) that all changes to services or work to be performed shall only be allowed pursuant to written agreement or direction; b) that all contractually binding communications with the Owner shall be through the Program Manager; and c) that in the event the Consultant or Contractor receives any communication from an Employee or other representative of the Owner, the Consultant and Contractor will immediately advise the Program Manager of the content of said communication after receipt of said. The Program Manager shall not be responsible or liable to the Owner for any damages resulting from any failure by the Owner to provide to the Program Manager, in a timely manner, any copies or notices required to be furnished to the Program Manager pursuant to this Paragraph.

2.1.1 Standard of Care

The Program Manager covenants with the Owner to furnish its professional skill and judgment with due care in accordance with the care and skill normally exercised by an experienced and competent program management consultant performing the same or similar services at the same time and place and in accordance with any specific requirements of the Contract Documents (the "Standard of Care"), The services to be provided hereunder by the Program Manager are to be performed in cooperation with and in reliance upon, the work and services to be performed by personnel of the Owner and each Consultant and Contractor. The Program Manager agrees to furnish efficient business administration and management services pursuant to the terms and conditions of the Contract Documents. The Program Manager shall be responsible to compensate the Owner for any damages incurred by the Owner caused by the failure of the Program Manager to meet the Standard of Care required by the Contract Documents.

2.2 Owner and Consultant

The Owner has or may in respect to the Projects and in consultation with the Program Manager, enter into an agreement or agreements with a consultant(s) to provide complete engineering work and services for such Project. One (1) signed copy of such contract shall be provided to the Program Manager upon execution.

2.3 Owner and Contractor

The Owner has or shall in respect to the Projects and in consultation with the Program Manager, enter into a contract or contracts with a contractor, construction manager, contractors or construction managers (individually, the "Contractor" or "each Contractor") to perform and complete the construction of such Projects. One (1) signed copy of each such contract shall be provided to the Program Manager upon execution.

2.4 Relationship of Program Manager to Other Participants in the Projects

In providing the services required to be provided under this Agreement by the Program Manager, the Program Manager shall maintain a working relationship with each Consultant and

Contractor on behalf of the Owner. However, nothing in this Agreement shall be construed to mean or imply that the Program Manager assumes any of the responsibilities or duties of each Consultant or Contractor. Each Consultant shall be solely and exclusively responsible for the design of the aspects of each of the Projects for which each Consultant shall be retained. Each Consultant shall design and inspect the Projects in accordance with the respective agreement between each Consultant and Owner relating to the Project(s). Each Contractor shall be solely and exclusively responsible for the construction of the aspects of the Projects for which each Contractor shall be retained, including all means, methods, techniques, sequences and procedures used in construction of the Projects, and for the safety of personnel and property at the site of the Projects during such construction and shall construct the Projects in accordance with the respective contract between each Contractor and the Owner relating to the Projects. Such contract shall be prepared by the Owner with assistance of the Program Manager in accordance with Article 2 Section 2.3. Nothing in this paragraph 2.4 shall limit the duties of the Program Manager as set forth in Exhibit A

ARTICLE 3

SERVICES OF PROGRAM MANAGER

3.1 Basic Services

The Program Manager shall as Basic Services hereunder perform in respect to the Program and the Projects the program management services listed and described in this Agreement, and Exhibit A attached to and made a part of this Agreement, unless the Owner elects to make changes in such Basic Services in accordance with the provisions of Article 7 herein.

3.2 Additional Services

3.2.1 At the request of the Owner, the Program Manager shall perform Additional Services under this Agreement and shall be compensated for the performance of any Additional Services requested by the Owner as provided in Article 4 of this Agreement. The Program Manager shall perform Additional Services only after the Owner and the Program Manager have executed a written amendment to this Agreement specifically providing for the performance by the Program Manager of such Additional Services, The Owner may, in its sole discretion, choose to secure Additional Services directly from sources other than the Program Manager. except to the extent required by Exhibit A, Additional Services to be performed by the Program Manager may include:

3.2.1.1 The verification of the accuracy of existing drawings or other information furnished by the Owner or others;

3.2.1.2 Preparation of a financial feasibility study relating to the Program;

3.2.1.3 Preparation of financial, accounting or management information system reports not required to be performed by the Program Manager as part of Basic Services;

3.2.1.4 Performance of technical inspection and testing;

3.2.1.5 Preparation of operating and maintenance manuals;

3.2.1.6 Program management services related to the recruiting or training of maintenance personnel;

3.2.1. Consultation regarding the replacement of any work damaged by fire or other peril and furnishing of program management services in connection with any such replacement;

3.2.1.8 Any program management services required to be performed hereunder by the Owner if and to the extent that such services are not required to be performed as Basic Services under Paragraph 3.1.;

3.2.1.9 Production of renderings, models, and mock-ups.

3.3 Personnel of the Program Manager

3.3.1 Within five (5) days of the execution of this Agreement, the Program Manager must supply to the Owner an organizational chart representing the approximate staffing intended by the Program Manager to perform the services required hereunder to be rendered by the Program Manager.

3.3.2 The Program Manager shall update the organizational chart every 6 months. In the event the Program Manager wishes to delete, substitute, or add any Key Personnel of the Program Manager, the Program Manager shall advise the Owner of the name(s) and position(s) for any change in Key Personnel of the Program Manager. To the extent that they are still employed by the Program Manager, the Program Manager may not make any changes in the Key Personnel without first obtaining prior written approval from the Owner. Said approval shall not be unreasonably withheld. The Owner, for reasonable cause, may recommend that personnel of the Program Manager be replaced and/or removed from performing services hereunder in respect to the Program and Projects, and any such recommendation shall, subject to the consent of the Program Manager which shall not be unreasonably withheld or delayed, be promptly implemented by the Program Manager.

3.3.3 If the Program Manager observes or otherwise becomes aware of, or reasonably suspects, any fault or defect in the design or construction of any of the Projects or any inconsistency of a material nature in any documents relating to any of the Projects, the Program Manager shall give prompt written notice thereof to the Owner and each Consultant and Contractor responsible for such fault or defect.

3.3.4 The Program Manager shall respond in a reasonable period of time to any and all reasonable requests made to the Program Manager by the Owner or by each Consultant or Contractor in accordance with this Agreement.

ARTICLE 4

COMPENSATION AND PAYMENT OF PROGRAM MANAGER

4.1 Compensation for Basic Services

The Owner shall pay the Program Manager Compensation for Basic Services in accordance with the terms and conditions of this Agreement as follows.

4.1.1. Compensation will be on an hourly basis in accordance with Exhibit B with a not- to-exceed budget of 4.5% of the program budget over the six (6) year program. The program budget as represented in the 2022 SPLOST is \$17,303,888. The program management budget fee will be 4.5% of \$17,303,888 or \$778,675. If funds are added to his amount or the SPLOST proceeds increase, the program management budget shall be increased by 4.5% of the increase. The hourly rate schedule

may be adjusted on an annual basis.

4.1.2. Right of Way Acquisition Services

Right of Way Acquisition Services will be provided based on the complexity of the parcels taken and requirements for each individual parcel and the fee will not exceed \$5,000.00 per parcel. This would include appraisals and negotiations to secure the property for Owner. As projects are further defined, Right of Way fees can be identified.

4.1.3 Compensation for Additional Services

The Owner shall pay the Program Manager for Additional Services performed hereunder. Payment for Additional Services shall be made based upon one of two (2) methods as set forth below, as determined by the Owner.

4.1.3.1 In the event that the Owner and the Program Manager agree upon a specific scope of work to be performed as Additional Services, they may agree to perform the work on a lump sum basis. In the event the parties agree to payment on a lump sum basis, the amendment to this Agreement called for in Paragraph 3.2.1 shall include a specific description of the scope of services, the time within which the scope of services shall be completed, and the total payment to be made. For all Additional Services to be paid on a lump sum basis for which the duration and performance is greater than two months, payment shall be made on a monthly basis in accordance with the provisions of Paragraph 4.1.4.

4.1.3.2 The Owner may elect to pay for any Additional Services based upon the hourly fee schedule as agreed to by the parties and attached to this Agreement. In the event that the Owner elects to pay for Additional Services based on the hourly fee schedule, the Program Manager shall submit detailed bills on a monthly basis setting forth the name, job category, billing rate and hours worked on each day for all individuals performing work associated with said Additional Services.

4.1.3.3 The Program Manager shall also be entitled to be paid for Reimbursable Expenses incurred in the performance of Additional Services.

4.1.4 Reimbursable Expenses

The term "Reimbursable Expenses" as used in this Agreement shall mean those costs reasonably and necessarily incurred in the proper performance by the Program Manager of Basic Services and Additional Services and identified herein below in the following clauses. Reimbursable Expenses shall be in addition to compensation for Basic Services and Additional Services and shall be reimbursed at a rate equal to actual cost. Reimbursable Expenses shall not include travel to the site and Owner's office, telephone calls, clerical staff, computer systems, operating systems, postage or any home office expenses other than those listed below or approved in writing by Owner.

4.1.4.1 Fees paid by the Program Manager for securing the approval of governmental authorities having jurisdiction over the Program or the Projects, if and to the extent that the Program Manager is required by the Owner to pay any such fees.

4.1.4.2 Expenses incurred by the Program Manager for additional insurance coverage or limits, including professional errors and omissions insurance, requested by the Owner in excess of that specified in Paragraph 8.1.2.

4.1.4.3 Costs incurred by the Program Manager for reproduction of documents, courier delivery and

travel outside of metropolitan Atlanta area. Said travel costs shall be in accordance with the Program Manager's Standard Travel Policies, a copy of which shall be provided to the Owner upon execution of this Agreement. Further, any such travel costs shall be pre-approved by the Owner in writing.

4.1.5 Applications for Payment

The Program Manager shall on a monthly basis submit applications for payment to the Owner for Basic Services and Additional Services performed during such month and for Reimbursable Expenses incurred during such month, all in a form and containing such detail as may reasonably be requested by the Owner. Application for payment shall be submitted upon execution of this Agreement and on the first business day of each succeeding month.

4.1.6 Payment

Provided that the Program Manager submits an application for payment hereunder reasonably in accordance with this Agreement and such application for payment is reasonably in compliance with the terms and conditions of this Agreement and the amounts requested under said application are due under this Agreement, the Owner shall pay all amounts applied for in such application within thirty days after the receipt by the Owner of such application. Applications for payment submitted hereunder by the Program Manager are subject to the review and approval of the Owner, If the Owner should dispute any amount included in any application for payment submitted hereunder by the Program Manager, the Owner shall pay, in accordance with the terms of this Agreement, any amounts included in such application and not disputed. Interest shall accrue hereunder to the Program Manager at the rate of one point five percent (1.5%) per annum if and to the extent that amounts included in an application for payment properly submitted hereunder by the Program Manager remain unpaid by the Owner for more than forty-five days after the receipt by the Owner of such application, provided however that, if the Owner should for a bona fide reason dispute any amount included in any such application, no such interest shall accrue hereunder to the Program Manager in respect to the disputed amount until the dispute shall be settled.

4.2 Accounting Records of Program Manager

4.2.1. Records pertaining to Reimbursable Expenses incurred by the Program Manager and records pertaining to the performance by the Program Manager of Basic Services and Additional Services shall be maintained on the basis of generally accepted accounting practices and shall be available for inspection by the Owner or the representatives of the Owner at mutually convenient times during construction of the Projects and for a period of three years after the substantial completion of construction of the Projects. Copies of all final programs, reports and other documents prepared by the Program Manager pursuant to this Agreement will be provided to the Owner. Except in the case of fraud, in no event shall the provisions of this Article 4.2.1 create a right on the Owner's part to request a reduction in any payment to be made in a lump sum or percentage of the cost of work basis.

ARTICLE 5 DURATION OF SERVICES

5.1 The duration of Basic Services and Additional Services required to be performed under this Agreement by the Program Manager shall be for a one-year period subject to renewal on a year-to-year basis in accordance with O.C.G.A. § 36-60-13 until the time necessary to complete all Projects under the Program, which is anticipated to be seven (7) years. The Agreement shall be automatically renewed annually unless either Party gives the other Party notice of intent not to renew at least 30

days prior to the end of the current period.

5.2 The commencement date for the performance of Basic Services by the Program Manager shall be the date of this Agreement.

ARTICLE 6

RESPONSIBILITIES OF OWNER

6.1 The Owner shall provide to the Program Manager information regarding the requirements of the Owner for the Program and each of the Projects.

6.2 The Owner or the Owner's Authorized Representative shall examine information submitted from time to time by the Program Manager and shall render decisions pertaining thereto in a timely manner to facilitate the orderly progress of each of the Projects.

6.3 When notified by the Program Manager, the Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law, the Contract Documents or other documents relating to each of the Projects. However, under no circumstances shall the Owner be held responsible for any delay or damages caused as a result of the Program Manager's failure to timely inform Owner of the necessity of a test, inspection or report required by the law or the Contract Documents.

6.4 If the Owner observes or otherwise becomes aware of any fault or defect in any of the Projects or any nonconformity with the Contract Documents or other information relating to any of the Projects, the Owner shall give prompt written notice thereof to the Program Manager.

6.5 The Owner shall furnish required information and approvals and carry out any obligations required to be performed by the Owner in respect to each of the Projects in a timely manner to facilitate the orderly progress of the design and construction of each of the Projects in cooperation with the Program Manager and in accordance with applicable scheduling and budgeting requirements pertinent to each of the Projects.

6.6 The Owner shall coordinate with the Program Manager to ensure that the agreement between the Owner and each Consultant and each Contractor (the term Contractor shall be interpreted to include a Construction Manager for the purposes of this Agreement) is compatible with this Agreement. The agreement between the Owner and each Consultant and each Contractor shall expressly recognize the Program Manager as the agent of the Owner in providing Basic Services and Additional Services under this Agreement, and that all communications between the Owner and the Consultant and Contractor shall be through the Program Manager. The agreement between the Owner and each Consultant and each Contractor may include a provision that the Program Manager, as agent of the Owner, may be changed in the event of a termination of this Program Management Agreement.

6.7 The Owner shall in a timely manner based upon the advice and recommendations of the Program Manager, secure and pay for any approvals, variances, easements, assessments, permits, licenses and charges required for the construction, use or occupancy of each of the Projects.

6.8 The Owner's Authorized Representative shall act for and on behalf of the Owner in communications with the Program Manager for the Program and with respect to the Project. The

Owner's Authorized Representative shall have the authority to communicate the Owner's directions and guidelines to the Program Manager to approve changes in the scope of each of the Projects and shall be available during normal business hours and as often as may be reasonably required to render decisions in a timely manner and to furnish information pertaining to each of the Projects.

ARTICLE 7

CHANGES IN BASIC SERVICES AND ADDITIONAL COMPENSATION

7.1 Owner Changes

The Owner, without invalidating this Agreement, may in writing make changes in the Basic Services required to be performed under this Agreement by the Program Manager. The Program Manager shall, promptly and within fifteen (15) days after becoming aware of any actions by the Owner that would increase or decrease the compensation payable hereunder to the Program Manager or extend the duration of the Basic Services required to be performed under this Agreement by the Program Manager, notify the Owner of such actions and the amount of any anticipated increase or decrease in compensation resulting from such action, and the parties shall negotiate in good faith changes in compensation and the Period of Performance, and incorporate such changes in a written and signed amendment to this Agreement. In no event shall the Program Manager be required to perform changed work prior to execution of an amendment to this Agreement incorporating such changes.

7.2 Payment of Additional Compensation

The Program Manager shall submit applications for payment for any additional compensation to the Owner together with applications for payment for Basic Services and Additional Services, and payments on account of additional compensation owed by the Owner to the Program Manager shall be made pursuant to the provisions of Article 4.

ARTICLE 8

INSURANCE AND INDEMNITY

8.1 Insurance, Provided by Program Manager

8.1.1 The Program Manager shall purchase and maintain insurance as shall protect the Program Manager from the claims set forth below that may arise out of or result from the performance by the Program Manager of services under this Agreement:

8.1.1.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts;

8.1.1.2 claims for damages because of bodily injury, occupational sickness, disease or death of any employee of the Program Manager;

8.1.1.3 claims for damages because of bodily injury, sickness, disease or death of any person other than an employee of the Program Manager;

8.1.1.4 claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person

by the Program Manager or (2) by any other person;

8.1.1.5 claims for damages because of injury to or destruction of tangible property; and

8.1.1.6 claims for damages because of professional negligent errors and omissions.

8.1.2 The commercial general liability insurance, automobile liability insurance and professional errors and omissions insurance of the Program Manager, shall be written for the following limits of liability:

a. Commercial General Liability

1. Personal Injury

\$2,000,000	Each Occurrence
\$2,000,000	Annual Aggregate Claims

2. Property Damage

\$2,000,000	Each Occurrence
\$2,000,000	Annual Aggregate Claims

b. Comprehensive Automobile Liability

1 Bodily Injury

\$1,000,000	Each Person Each Occurrence
\$1,000,000	

Property Damage:

\$1,000,000	Each Occurrence
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The following extensions of coverage shall be provided and indicated on the certificate of insurance.

(1) Comprehensive Form

(2) Hired, Leased and non-owned vehicles to be covered.

If the Program Manager does not own any vehicles in the corporate name, non-owned vehicles coverage shall apply and must be endorsed on either the Program Manager's automobile policy or the Comprehensive General Liability coverage required under this contract.

c. Professional Liability Insurance including coverage for Errors and Omissions. We cannot endorsement Croy's sub-consultants to the professional policy. Croy's professional policy will cover Croy's vicarious liability of work performed by sub-consultants.

\$4,000,000 Annual Aggregate Claims
\$2,000,000 Each Claim

d. Worker's Compensation and Employer's Liability Insurance

The Program Manager shall procure and maintain Worker's Compensation and Employer's Liability Insurance in the following limits. Such insurance is to cover each and every employee who is or may be engaged in work under the contract.

Worker's Compensation: Statutory

Employer's Liability Bodily

Injury by Accident Bodily	\$1,000,000 each accident
Injury by Disease Bodily	\$1,000,000 each
Injury by Disease	\$1,000,000 policy limit

8.1.3 Commercial general liability insurance may be obtained by the Program Manager under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an excess or umbrella liability policy.

8.1.4 The foregoing insurance policies shall contain a provision that coverages afforded under such policies shall not expire, the insurance company can provide 30 days' notice of cancellation or expire but will not provide 30 days' notice for "materially change" or be canceled until at least thirty (30) days written notice has been given to the Owner and ten (10) days' notice for workers compensation coverage. The foregoing insurance policies shall include either a liability endorsement covering this Agreement or an endorsement making the Owner an additional insured under the general liability policy. Certificates of insurance showing that such coverages are in force shall be filed with the Owner prior to commencement of the Basic Services required to be performed under this Agreement by the Program Manager.

8.1.5 With the exception of Professional Liability Insurance, the Owner shall ensure that the agreements between the Owner and the Consultants and they shall include insurance requirements at least equal to the insurance to be provided hereunder by Program Manager, which insurance shall be primary and not contributing to any similar insurance of the Program Manager or Owner. The Consultants' and Contractors' general liability, additional insured status cannot be provided to the employer's liability portion of Croy's workers compensation policy. This is true for ALL workers compensation policies. Automobile liability insurance policies shall be endorsed to include the Owner and the Program Manager as additional insureds. The Program Manager shall obtain evidence of the required insurance from the Consultants and Contractors before commencement of work or services.

8.2 Insurance Provided by Owner

The Owner shall be responsible for its own liabilities or be entitled to immunity from liability, as the laws of the State of Georgia may provide, and at its option, may purchase and maintain such insurance as will protect the Owner against claims which may arise from operations under this Agreement.

8.3 Proof of Insurance

The Owner and the Program Manager shall each provide the other with copies of all certificates of the insurance required to be provided herein.

8.4 The following general requirements apply to any and all work under this Agreement by the Program Manager and all sub-consultants of the Program Manager.

a) Any and all insurance required by this contract shall be maintained during the entire length of this Agreement plus one year (to provide coverage for the warranty period), including any extensions thereto, and until all work has been completed to the satisfaction of the City of Powder Springs in accordance with the requirements of this Agreement. Any and all insurance, except Professional Liability, must be on an occurrence basis. No Program Manager or sub-consultant of the Program Manager shall commence any work of any kind under a contract until all insurance requirements contained within the solicitation have been complied with and until evidence of all insurance requirements in each and every contract with each and every sub-consultant of any tier has been provided and the Program Manager shall require the same to comply with all such requirements.

b) The City of Powder Springs shall be covered as an Additional Insured under the Program Manager's general liability insurance policy, but only to the extent of the Program Manager's negligence. The policy will not be cancelled or non-renewed or limits of liability changed by endorsement without thirty (30) day notice to the Owner.

c) The City of Powder Springs shall be given no less than thirty (30) days written notice of cancellation or material change.

d) Each and every agent shall warrant when signing the certificate of insurance that he is acting as an authorized representative on behalf of the companies affording insurance coverage under the Agreement and that he is licensed by the State of Georgia to conduct insurance business in the State of Georgia and that the companies affording insurance coverage are currently licensed by the State of Georgia and are currently in good standing with the Commissioner of Insurance for the State of Georgia.

e) Any and all companies providing insurance required by this Agreement must meet the minimum financial security requirements as set forth below. The rating for each company must be indicated on the certificate of insurance. For all contracts, regardless of risk, companies providing insurance under this contract must have a current Best's Rating not less than A and Best's Financial Size Category not less than Class VII.

f) In the event the Program Manager neglects, refuses, or fails to provide the insurance required by the Contract Documents, or if such insurance is cancelled for any reason, the Owner shall have the right, but not the duty, to procure the same, and the cost thereof shall be deducted from moneys then due or thereafter to become due to the Program Manager or

shall have the right to cancel the Agreement.

g) Approval, disapproval, or failure to act by the City of Powder Springs regarding any insurance supplied by the Program Manager shall not relieve the Program Manager of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Program Manager from liability.

8.5 Waiver of Subrogation

The Owner and the Program Manager waive all rights against each other for damages occurring during the design and construction of each of the Projects to the extent covered by insurance. The Owner and the Program Manager shall each request similar waivers in favor of the Owner and the Program Manager from all parties retained by, through or under each in connection with the design and construction of each of the Projects.

8.6 Indemnity

8.6.1 The Program Manager agrees to indemnify and hold harmless the Owner and its employees, agents and representatives from and against claims, demands, suits and damages for bodily injury and property damage to the extent of the negligent acts of the Program Manager or any party for whose negligent acts of the Program Manager may be responsible, including without limitation any party retained by, through or under the Program Manager, provided however that the Program Manager shall not be deemed hereunder to be responsible for any acts of the Consultant or Contractor, or any party retained by, through or under either. The Program Manager's obligations shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

ARTICLE 9

TERMINATION AND SUSPENSION

9.1 Termination

9.1.1 This Agreement may be terminated by the Owner without cause upon fifteen (15) days prior written notice to Program Manager. In the event of such termination without cause, the parties will negotiate an orderly transition of services. Further, this Agreement may be terminated for cause by either the Owner or the Program Manager upon fifteen (15) days prior written notice to the other of a failure of the other both (a) to perform substantially in accordance with the terms and conditions hereof and (b) to initiate a cure of such failure within the fifteen (15) days after being made aware of such failure by such notice

9.1.2 In the event of any termination of this Agreement, which is not the fault of the Program Manager, the Program Manager shall be paid all amounts payable hereunder to the Program Manager in respect to services performed or to the extent partially performed through the date of such termination.

9.1.3 In the event the Program Manager is in material breach of this Agreement, and this Agreement is terminated by the Owner pursuant to Paragraph 9.1.1, the Owner shall be required to pay the Program Manager only for those services which have been properly rendered hereunder by the

Program Manager and for any Reimbursable Expenses reasonably incurred hereunder by the Program Manager in rendering such services.

9.2 Suspension

9.2.1. The Owner may in writing order the Program Manager to suspend all, or any part of the services required to be performed under this Agreement by the Program Manager for the convenience of the Owner or for any work stoppage beyond the control of the Owner or the Program Manager. If the performance of all or any part of the services required to be performed under this Agreement by the Program Manager is so suspended, an adjustment in the Program Manager's Period of Performance, the compensation payable hereunder to the Program Manager, shall be made for the increase, if any, in the time or cost of performance by the Program Manager of Basic Services and Additional Services caused by such suspension and this Agreement shall be amended in writing accordingly by the Owner and the Program Manager on account of such adjustment.

9.2.2 In the event that the services required to be performed under this Agreement by the Program Manager are suspended by the Owner, the Owner shall during any such suspension period reimburse the Program Manager in addition to the compensation of the Program Manager for Basic Services or Additional Services set forth in Article 4, for all reasonable costs and expenses of the Program Manager directly attributable to such suspension. The Program Manager shall reduce the size of its staff during any suspension period as reasonably directed by the Owner and during such period the Owner shall reimburse the Program Manager for all costs attributable to the reduced staff of the Program Manager and for remobilization of staff. Upon the cessation of any such suspension period, the Program Manager shall promptly restore its staff to its former size.

9.2.3 Personnel of the Program Manager who have been reassigned during any such suspension period and who are not available to perform services in respect to the Projects upon the cessation of any such suspension period shall be promptly replaced by the Program Manager.

ARTICLE 10

ADDITIONAL PROVISIONS

10.1 Confidentiality

The Program Manager shall not disclose or permit the disclosure of any confidential information pertaining to the Program or any of the Projects, except to those parties who need such confidential information in order to properly design and/or construct the Projects. "Confidential information" shall mean any information conspicuously marked "confidential" or "proprietary" by the party disclosing such information. Notwithstanding the above sentence, all land transaction information, budget information and personnel information shall be considered and treated as confidential information under the terms of this paragraph. Notwithstanding any other provision hereof, the parties shall comply in all respects with the Georgia Open Records Act.

10.2 Hazardous Materials

Unless otherwise provided in this Agreement, the Program Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the site of either of the Projects, including but not limited to asbestos, asbestos products, polychlorinated biphenyl PCB, lead based paint or other toxic substances, provided

however, that if the Program Manager becomes aware of the presence of any hazardous material at the site of either of the Projects, the Program Manager shall promptly provide written notification thereof to the Owner. Should such written notice be provided to the Owner, the Owner may direct the Program Manager to, in accordance with appropriate regulations, contain and/or remove said hazardous material(s).

10.3 Assignment:

10.3.1 This Agreement shall be binding upon and inure to the benefit of the Owner and the Program Manager and the respective successors and assigns of the Owner and the Program Manager.

10.3.2 Neither the Owner nor the Program Manager shall assign or transfer any interest in this Agreement without the prior written consent of the other.

10.4 Governing Law

This Agreement shall be governed by the laws of the State of Georgia. The Owner and the Program Manager agree that jurisdiction and venue of any action relating to the interpretation or enforcement of this Agreement shall be proper only in the Superior or State Courts of Cobb County, Georgia, and each agrees to submit to the jurisdiction of the State and Superior Courts of Cobb County, Georgia for the purpose of any such action.

10.5 Extent of Agreement

This Agreement represents the entire and integrated agreement between the Owner and the Program Manager in respect to the Projects and supersedes all prior negotiations, representations or agreements, either written or oral, between the Owner and the Program Manager. This Agreement may be amended only by written instrument signed by both the Owner and the Program Manager. Nothing contained in this Agreement is intended to benefit any third party, and neither any party retained by, through or under the Owner in connection with the Projects, including without limitation each Architect and each Contractor, nor any party retained by, through or under the Program Manager are intended to be third party beneficiaries of this Agreement.

10.6 Severability

If any provision of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be enforceable without such provision.

10.7 Credit for Project

Whenever announcements, illustrations or information relating to the Projects are released by the Owner for public information, advertisement or publicity, proper credit for program management services shall be given to the Program Manager, Architect and Contractor.

10.8 Notices

All notices or other communications required or permitted by this Agreement to be given to the Owner or the Program Manager shall be deemed to have been given when made in writing and deposited in the United States mail, first class, postage prepaid, or by registered or certified mail, addressed as follows:

to the Owner:
Mayor Albert Thurman

CITY OF POWDER SPRINGS
4484 MARIETTA STREET
POWDER SPRINGS, GA 30127

to the Program Manager:
Jim Croy, Sr.
CROY ENGINEERING, LLC
200 NORTH COBB PARKWAY BUILDING 400, SUITE 413
MARIETTA, GA 30062

with a copy to:

GREGORY, DOYLE, CALHOUN & ROGERS, LLC.
49 ATLANTA STREET MARIETTA, GA 30060
ATTN: Richard Calhoun

10.9 Conflict of Interest

The Program Manager warrants, certifies and represents to the Owner, that to the best of the knowledge of the Program Manager (a) no circumstances exist which will cause a conflict of interest in performing services required by this Agreement, (b) no employee of the Owner and no official or employee of any governmental agency affected by this Agreement has any pecuniary interest in the business of the Program Manager and/or any affiliate, subsidiary or other party related to or retained by the Program Manager and (c) no person associated with or employed by the Program Manager has any interest that would conflict in any manner with the performance of services for the Owner. The Program Manager shall, upon the request of the Owner, deliver to the Owner a separate certificate confirming the foregoing warranty, representation, and certification. The Program Manager will promptly advise the Owner in writing of any significant financial interest it acquires or has in any architectural firm, contractor, design/build firm or consultant recommended or employed in connection with the design or construction of the Projects.

This Agreement is executed as of the day, month and year first above written.

By: _____
Its: Mayor, City of Powder Springs

By: _____
Its: Member, Croy Engineering, LLC

Attest:

Attest:

By: _____

By: _____

Approved as to form:

City Attorney, Gregory, Doyle, Calhoun & Rogers, LLC

I. PROGRAMMING PHASE

1. Interviews and Data Collection - The Program Manager will review and coordinate data furnished for the Program, and will conduct programming meetings with the Owner, staff, and community as requested. Program meetings must be scheduled at times as directed by the Owner.
2. Programming Activities - The Program Manager, in conjunction with Owner's staff, will establish the basic fundamentals of the Program and the Projects, including design objectives, limitations, and criteria.
3. Project Development Scheduling - The Program Manager will assist in establishing a tentative schedule for decision-making, design, documentation, contracting, construction, substantial completion, and final completion.
4. Agency Consulting, Review, Approval - The Program Manager will research and identify applicable regulations, local, state and federal requirements and inform Owner of any necessary approvals from local, state and federal agencies.
5. Presentations - The Program Manager will present the Draft and Final Programming Documents to the Owner for approval.

II. PROGRAM MANAGEMENT ASSISTANCE

Program Management Assistance on overall program management of the SPLOST program shall include, but not be limited to the following:

1. In conjunction with the City of Powder Springs Community Development and Finance Departments, responsibility for maintaining the budget and schedule for the SPLOST Program. This includes establishment of the budget and schedule on suitable and compatible software and in adequate detail for management and coordination of the program, and provision for clear reporting and forecasting to interested parties, including all changes, multiple funding sources, cash flow projections, etc.
2. Coordination of all right-of-way acquisition activities through all project phases from concept, engineering, appraisal and acquisition, through construction and contract closeout/remnant disposition and surplus property management to ensure that impacts to the overall program budget and schedule are monitored.
3. Preparation and distribution of a monthly status report for the SPLOST Program.
4. Administrative Support.
5. Assistance in preparation of agenda items and other information requested by the City Council and other inquirers.

III. PRE-DESIGN PHASE

1. Management Plan - The Program Manager will evaluate the local construction market and the schedule and budget goals of the Owner for each Project. The Program Manager will develop and

implement a management plan, supervising selection of the design team, overseeing the design schedule and cost handling, bidding and contract awards, overseeing construction phases through completion.

2. Program Schedule - The Program Manager will develop and implement a Program Schedule. The Program Schedule will contain key milestones to be reached in designing and constructing the Project. The Program Manager, upon fourteen (14) days from the date of Agreement, shall present the Program Schedule to the Owner for approval. Final Program Schedule must be presented to the Owner fourteen (14) days after the date of presentation of the Draft Program Schedule. Once the Program Schedule is approved by the Owner, a more comprehensive List of Critical Dates will be prepared by the Program Manager.

3. List of Critical Dates - The Program Manager will develop from the Program Schedule a list of Critical Dates for the various activities which are critical for the successful completion of planning, the design and construction of the Project, including obtaining appropriate approvals. The List of Critical Dates will indicate the last acceptable date for each task to be completed and will indicate the party responsible for accomplishing each task. The List of Critical Dates will be the basis for monitoring the progress of the Projects and the Program.

4. Total Program Budget - The Program Manager will, based upon the Management Plan, site constraints and the schedule and budget goals of the Owner for the Program, develop the proposed Total Program Budget which shall be comprised of separate budgets for Design, Construction, Contingency, Engineering Testing and Studies, and other categories as may be appropriate as part of the Program. The Program Manager will present the proposed Total Project Budget to the Owner for the Owner's approval. Once approved by the Owner, the Total Project Budget shall not be changed except by written approval of the Owner.

5. Project Cost Model - Based on the approved Total Program Budget, the Program Manager will prepare a Project Cost Model which will further categorize and display the various components as budgeted. The Project Cost Model will then be used as the basis of cost monitoring throughout the Project.

6. Preliminary Cost Studies - The Program Manager will provide preliminary cost studies relating to various alternatives and approaches for the Program in an attempt to find, during the Pre-Design Phase, the optimum cost benefit design/build approach.

7. Selection - The Program Manager will assist the Owner in the selection of a design and construction firms by developing lists of potential candidates, developing criteria to be used in selection process, preparing and transmitting requests for qualifications and proposals, assisting

in reviewing written proposals, assisting in conducting interviews with potential candidates, evaluating potential candidates and making recommendations to the Owner as to firm selection.

8. Owner Agreements - The Program Manager will assist the Owner in the preparation of the Owner Agreements for Engineering services and Construction services by providing assistance in the drafting of the agreement to be entered into between the Owner and the selected firms.

IV. DESIGN PHASE

a. Developing Design Phase Procedure - The Program Manager will, in conjunction with the Owner and the selected firms, develop and recommend for approval by the Owner, the program, procedures and reporting formats to be used by the Program Manager, the Engineering Firm and the Owner during the Design Phase. The program, procedures and reporting formats will provide the basis for communication between the Engineering Firm, the Program Manager, and the Owner during the Design Phase.

b. Design Phase Coordination - The Program Manager will coordinate the design team's activities and will provide leadership in assuring that the design phase program and procedures are implemented by all parties.

c. Project Conference - The Program Manager will conduct Project Design Conferences in conjunction with the Engineering Firm, the Owner and other appropriate parties. These Conferences will provide the forum to further analyze the budget and scheduling constraints of the Projects and will serve as a means to launch the design team in a unified and clear direction with regard to Program and Project parameters.

d. Design Schedule - The Program Manager will conduct design progress meetings with the Owner, the Engineering Firm and other appropriate parties. These meetings will serve as a forum for the exchange of information with the Owner and the development of design recommendations to the Owner and will be the time when design progress is reviewed and noted. The Program Manager is responsible for the management of the design schedule and will undertake necessary action to ensure that the schedule is adhered to. The Program Manager will record, transcribe and distribute a Design Progress Report to all attendees, the Owner and other appropriate parties as requested.

e. Cost Control Procedure - The Program Manager will implement and maintain cost control procedures throughout the Design Phase. At any point when design or programmatic changes are made and approved by the Owner, these changes will be recorded and the cost effect of such changes will be established in the form of a Design Phase Revised Budget and Schedule.

f. Design Review - The Program Manager will evaluate the in-progress design documents. This review will be provided at the Schematic Design Phase and all succeeding design/build phases and will be for the purpose of providing further protection to the Owner against errors, inconsistencies, omissions or vagueness in the plans and specifications. The comments of the Program Manager will be provided in writing and as notations on the documents submitted to the Program Manager. Comments by the Program Manager will be advisory and not directives. This review will be provided with due care, provided however that the performance of this review will not:

i. Relieve the Engineering Firm of their responsibility to provide sound designs and to prepare the Contract Documents properly; or

ii. Make the Program Manager responsible for or an insurer of the designs prepared by the Engineering Firm.

7. Program Manager Recommendations - The Program Manager shall make recommendations to the Owner and the Engineering Firm with respect to design, constructability, construction cost, sequence of construction, scheduling and separation of the Projects into contracts for various categories of work.

8. Update Program Schedule - During the Design Phase, the Program Manager will advise the Owner regarding adherence to the Program Schedule and will revise the Program Schedule only upon

the written instruction of the Owner. Any updated Program Schedule will be distributed by the Program Manager to the Owner, the Engineering Firm, and other appropriate parties.

9. Schematic Design Phase Estimate - For each Project the Program Manager will provide a Schematic Design Phase estimate at the conclusion of the Schematic Design Phase. This Schematic Design Phase estimate will be accompanied by a report to the Owner and the Engineering Firm delineating all variances from the Total Project Budget and making recommendations for appropriate corrective action, if required.

10. Design Development Phase Estimate - For each Project the Program Manager will provide a Design Development Phase estimate at the conclusion of the Design Development Phase. This Design Development Phase estimate will be accompanied by a report to the Owner and the Engineering Firm delineating all variances from the Total Program Budget and making recommendations for appropriate corrective action, if required.

11. Construction Document Phase Estimate - The Program Manager will provide a Construction Document Phase estimate at the conclusion of the Construction Document Phase. This Construction Document Phase estimate will be accompanied by a report to the Owner and the Engineering Firm delineating all variances from the Total Project Budget and making recommendations for appropriate corrective action, if required

12. Cost Adjustment Sessions - Should variances in excess of 10% be detected in the Schematic Design Phase estimate, Design Development Phase estimate, or Construction Document Phase estimate, the Program Manager will schedule and conduct cost adjustment sessions with the Engineering Firm and the Owner for the purpose of bringing cost estimates for each Project within the Total Project Budget developed as set forth above for each respective design phase noted above. At the conclusion of these sessions, the Program Manager, at the Direction of the Owner, will endeavor to obtain commitments from the Engineering Firm for design and/or construction adjustments to the Contract Documents. Upon submittal of revised Contract Documents, the Program Manager will prepare a confirmation Schematic Design Phase estimate, Design Development Phase estimate or Construction Document Phase estimate and provide such estimate to the Owner and the Engineering Firm. In the event any such confirmation estimate is not within the Total Program Budget, the Program Manager shall, if necessary, engage in an additional cost adjustment session as to each design phase. The Program Schedule shall allow sufficient time to allow for such additional cost adjustment sessions.

13. Agency Review - The Program Manager will coordinate the transmittal of Contract Documents to regulatory agencies for review and shall expedite approvals by such agencies to the extent possible. The Program Manager shall not transmit the Contract Documents to regulatory agencies until the Program Manager has reviewed the Contract Documents for compliance in all material respects with any applicable design or construction requirements imposed by such regulatory agencies.

14. Design Review by Owner - The Program Manager will expedite design reviews with the Owner by compiling and conveying to the Engineering Firm any comments noted by the Owner.

15. Monitoring - The Program Manager will coordinate and expedite the flow of information between the Owner, the Program Manager, the Engineering Firm and other appropriate parties.

16. Program Status Report - The Program Manager will generate and distribute a monthly Status Report which will include schedule maintenance and cost status reports and cash flow analyses. The Program Status Reports will indicate actual progress against scheduled progress for the Design Phase

based upon the Program Schedule and will compare actual current Program costs and projected Project costs to the Total Program Budget for the Project. The monthly Status Report must be distributed to the Owner by the 15th of each month for the preceding month or at other times as directed.

V. PRE-CONSTRUCTION SERVICES

Pre-Construction services will include a wide range of engineering, landscape architecture, land surveying, environmental, technical, management, and administrative services to assist the City. All contracted services shall provide qualified technical and professional personnel to perform to City standards and procedures the duties and responsibilities assigned. The City, at its option, may elect to expand, reduce, or delete the extent of each work element listed below, or add work elements as needed:

1. Miscellaneous surveying consisting of property research and field surveys, plat preparation, project/program control verification, preparation of complete database for miscellaneous intersections and other minor projects, support for environmental studies and actions, and minor construction staking and construction verification.
2. Structural reviews - Independent reviews of bridge and major retaining wall designs to verify accuracy and integrity of the design, cost-effectiveness of the design, and conformity to current GDOT and AASHTO design standards and construction practices.
3. Value engineering (for major projects over approximately \$5-million, or unusual projects).
4. Permit application and support for minor projects.
5. Environmental/historical/cultural management including, but not limited to, identification and development of a support program for City environmental/historical/cultural efforts such as local and regional Air Quality compliance, Clean Water regulations, assistance with ARC requirements, etc., as well as assistance with specific project activities.
6. Plan review -to support existing City staff.
7. Constructability reviews (coordinate with Construction Services portion).
8. Utility/railroad coordination (coordinate with Construction Services portion).
9. Right-of-way coordination (coordinate with Program Management portion).
10. Professional services contract support.
11. Disbursement of SPLOST Program information to the public - including phone and personal contacts, preparation for and attendance at public and other meetings, development and use of special communication/presentation tools as may be required, and development and coordination of public information reports.
12. Provide special engineering and landscape architectural services such as special studies, minor landscape designs, and economic analysis, when requested.

13. Work with City staff to coordinate additional funding sources such as Livable Centers Initiative (LCI), Transportation Enhancement (TE), Congestion Management/Air Quality (CMAQ), etc.

VI. PRE-CONSTRUCTION PHASE

1. Selection - The Program Manager will assist the Owner in determining the procurement method to be utilized for the Project. To the extent appropriate for the procurement method selected, the Program Manager shall assist the Owner in prequalifying prospective Bidders for the Project. With respect to any bid, the Program Manager will assist the Owner in preparing the Request for Qualifications, the Request for Proposal, the Form of Proposal, the General Conditions, and the Supplementary Conditions for the Owner-Construction Contract. The Program Manager will review the general requirements pertaining to the Owner - Construction Contract and make recommendations for any modification to such requirements. The General Conditions will contain various designs, construction phase time/cost control provisions which, in general, will provide scheduling controls and options to expedite the design and construction by utilizing the presence of on-site personnel of the Program Manager.

2. Bidding Procedures - To the extent possible, and with the approval of the Owner, the Program Manager will develop and expedite bidding procedures and related matters.

3. Bid Advertisements - For each Project the Program Manager will assist the Owner in preparing and placing notices and advertisements relating to the intent of the Owner to solicit bids for the design/construction of the Project.

4. Bid Evaluation - Upon receipt of bids by the Owner, the Program Manager will assist the Owner in the bid opening, will assist with evaluating the bids for completeness, responsiveness, and price, including alternate prices and unit prices, and will make a formal recommendation to the Owner in regard to the selection of the Contractor. In connection with such evaluation, the Program Manager will assess the impact of bid prices on the Total Program Budget and will make appropriate budget recommendations to the Owner based upon the bids received for the purpose of keeping the Projects within the Total Program Budget.

5. Owner-Construction Contract Negotiations -The Program Manager will provide assistance to the Owner in contract negotiations with the Construction firm. This assistance will supplement the efforts of the Owner in negotiating the Owner-Construction Contract and any actions taken by the Program Manager in regard to such negotiations will be subject to the prior approval by the Owner.

6. Owner-Design/Build Contracts - The Program Manager will assist the Owner in the preparation and drafting of the Owner-Construction Contracts, it being specifically understood and agreed that, before the Owner-Construction Contracts are entered into by the Owner, the Program Manager shall review such contracts and make recommendations to the Owner as to any aspects of such contracts that do not afford the Owner appropriate protection against potential faults or omissions of the Contractor. The Program Manager will review bids and make recommendations concerning award. The Program Manager will give to the Contractor Notice- to-Proceed on behalf of and at the direction of the Owner to ensure a proper start of the construction.

7. Program Status Report - The Program Manager will generate and distribute a Program Status Report which will include schedule maintenance, cost status reports and cash flow analyses. The

Program Status Report will indicate actual progress against scheduled progress for Pre-Construction Phase based upon the Program Schedule and will compare actual current Program costs and forecasted Program costs to Total Program Budget. The Program Status Report shall be delivered each month in accordance with Article II of this Exhibit A.

8. Pre-Proposal/Pre-Bid Conference - The Program Manager will assist the Owner in conducting a pre-proposal conference and attend all site visits.

VII. CONSTRUCTION SERVICES

Construction Services shall include complete responsibility for construction management of the City's SPLOST Program, including administration, construction engineering, inspection, and materials sampling and testing necessary to ensure construction complies with and is in accordance with Cobb County's "Construction Policy and Procedures Manual" and "Sampling and Testing Guide" and the Georgia Department of Transportation's "Standard Specifications Construction of Transportation Systems," "Construction Manual," and "Sampling and Testing Manuals," latest editions, as well as the contract documents for each project. The Program Manager or designee must be pre-qualified by the Georgia Department of Transportation, since projects may include state and federal funding for construction management of roads and bridges. Personnel must also be certified in erosion control and traffic control by the appropriate agencies. Personnel assigned to the project shall be capable and experienced in construction inspection, sampling, and testing on road and bridge construction. Services shall include, but not be limited to the following:

1. Perform constructability plan reviews and utility coordination throughout all project phases.
2. Assist with the preparation of bid documents and management of the bid process for all projects. The Program Manager shall also assist with preparation of contract special provisions. Program Manager will be required to develop limited construction plans and bid documents for some of the minor projects (such as intersection improvements, roadway safety and operational improvements, drainage system improvements, sidewalks, etc.).
3. Prepare construction cost estimates based on preliminary plans, and prepare final engineers' estimates along with comparisons to project budgets.
4. Review and analyze bids and recommend acceptance/rejection of lowest responsive and responsible bid to the City.
5. Schedule and conduct pre-construction conferences with contractors, utilities, and other interested parties to discuss the construction schedules, submittals, project requirements, etc. Transcribe and distribute meeting minutes. Issue addenda as necessary.
6. Review all submittals including schedules, job mixes, shop drawings, traffic control, and erosion control plans.
7. Schedule and conduct monthly (minimum) coordination meetings on all projects to:
 - a. Review progress on each construction phase.
 - b. Identify, develop, and initiate means to correct problems in maintaining the critical path schedule and budget.

- c. Coordinate efforts of the contractor and utilities and resolve any issues pertaining to the progress and quality of construction.
- d. Monitor progress on any outstanding right-of-way parcels and special stipulations.
- e. Transcribe and distribute minutes of the coordination meetings.

8. Analyze all claims or requests for changes and negotiate prices as necessary. If additional items, funding, or contract time are requested, provide a detailed recommendation for acceptance/rejection to the City, and prepare an agenda item if requested. If changes involve quantities only, with no additional items, funding, or time required, the decision shall be rendered by the Project Manager and thoroughly documented to the City and the project files.

9. Prepare, submit, and process monthly progress estimates of payment due the contractor based on documented estimates of actual quantities completed and accepted for payment.

10. Provide experienced and qualified project engineers whose duties will include day-to-day decisions on construction acceptability, direction to the contractor's superintendent, and supervision and assignment of inspection and testing personnel.

11. Provide qualified inspection and testing personnel in numbers necessary to ensure that the projects are constructed in reasonably close conformity with the plans, specifications, permits, and other contract provisions. All inspection, sampling, and testing frequencies will be as required by the Georgia Department of Transportation's "Construction" and "Sampling and Testing" manuals as modified by Cobb County's "Sampling and Testing Guide", and shall be reported on the appropriate Georgia Department of Transportation (or Cobb County) forms as required by those manuals.

12. Maintain "summaries" for each pay item contained in the construction contract. The summary shall show total quantities to date (whether estimated or measured) as documented on the Inspection Daily Reports and shall be utilized to prepare the contractor's monthly estimates. The Program Manager's inspector shall keep detailed, accurate records (diary) of the contractor's daily operations and significant events that affect the work.

13. Maintain sampling and testing logs for each pay item showing the status of testing and materials certification as the work progresses.

14. Maintain a submittal log providing transmittal, review, and approval/rejection dates of all submittals in order to ensure that no avoidable delays occur.

15. Coordinate the relocation of all utility/railroad facilities and provide liaison with the various utility/railroad owners. Monitor utility/railroad work performed under force account agreements and maintain appropriate accounting records. The Program Manager shall promptly advise the Owner of any omissions, substitutions, defects, and/or deficiencies in the work and any corrective actions taken.

16. Provide complete contract administration, management, and documentation of the projects, including providing and maintaining all letters, submittals, reports, resolution of problems, etc.

17. In addition to inspection of other construction activities, the inspector shall closely monitor the contractor's Maintenance of Traffic, and Erosion and Sedimentation Control activities to ensure the public's safety and strict compliance to the plans, specifications, and applicable regulations.

18. Provide off-site inspection/certification for structural member fabrication or other construction materials when those services are not provided by the Georgia Department of Transportation.
19. Provide liaison for the City to resolve property owners' inquiries/issues during construction. Serve as a contact for all citizens or agencies having questions or concerns about the construction. Submit written reports of all inquiries including any actions taken within one week of the property owner's initial contact.
20. Provide initial, monthly, and final photos and videotape of the construction of all projects with special attention to any problem areas.
21. Conduct final inspection of completed projects with the City and other interested agencies and prepare final punch list. Assure that final punch list work is completed in a timely fashion.
22. Prepare final statement and certification, final materials certificate, and final change order to close out the projects. The Program Manager shall present all records and documentation prepared in the course of the project, including electronic copy of as-built drawings, to the City at the conclusion of the Program Manager's assignment to the project.
23. It is not anticipated that an inspector will be required on all projects at all times when work is progressing, except during critical activities such as paving, concrete placement, traffic shifts, etc. However, the inspector (or project engineer) must be on the project at least once every day while work is progressing. The inspector must be on the project long enough to monitor all phases of construction as work progresses to determine that the contractor's equipment and personnel are capable of producing the specified work and that the completed construction meets the requirements of the plans and specifications.

VIII. CONSTRUCTION PHASE

1. Site Management - The Program Manager will provide a management team to provide contract administration and to establish and implement coordination procedures among the Owner, the Engineering firm and various testing agencies and services. The Program Manager will conduct site visits to the Project with such frequency as to allow it to fulfill its duties under this Agreement. *Notwithstanding the above, the Program Manager shall visit the Project Site at least five (5) times per week until otherwise approved by the Owner's Authorized Representative.* Each such site visit will be of sufficient duration to familiarize the Program Manager with the project status. All such visits shall be documented by written, weekly reports and said reports shall contain a reference to any observed work which deviates from the requirements of the Owner-Construction contract. The Program Manager must deliver an original copy of the report on the Monday following the preceding work week to the Owner's Authorized Representative. Such reports must state the date, Contractor's activities, and Program Manager's comments. The Program Manager will attach the weekly reports to the Program Status Report and deliver such report to the Owner each month or at other times as directed. The Program Manager shall be responsible for making appropriate recommendations to the Owner to ensure that work deviations and or work progress concerns are effectively addressed by the Construction firm.
2. Pre-Construction Conference - The Program Manager will, with the Owner and the construction firm, conduct a pre-construction orientation conference for the benefit of the successful Contractor and will serve to orient the Contractor to the various reporting procedures and site rules

prior to the commencement of construction.

3. Submittal Procedures - The Program Manager will establish and implement procedures for the submittal to and the review by the Program Manager, the Owner and the Construction firm of shop drawings, samples, test reports, change orders and applications for payment and will maintain logs, files and other necessary documentation relating to such submittals. As the representative of the Owner, the Program Manager will be the party through which change orders, applications for payment and other submittals and information will be transferred from the Contractor to the Owner and from the Owner to the Contractor. The Program Manager shall transfer all such submittals and information in a timely manner so as not to unreasonably delay performance of the work or increase the Owner's cost of completion of the work

4. Contract Administration - The Program Manager will monitor and expedite the progress of the construction work.

5. Progress Meetings - The Program Manager will conduct regular job coordination meetings with the construction firm, the Owner and any other parties as needed and will record, transcribe and distribute a report on such meetings to all attendees and other appropriate parties. In addition, the Program Manger shall also conduct regularly scheduled Program progress meetings with the Owner no less than once a month.

6. Coordination of Technical Inspection and Testing - In instances where technical inspection and testing are being conducted, such inspection and testing will be coordinated by the Program Manager. Coordination shall include assisting the Owner in the soliciting for these services in accordance with the Owner's purchasing policies.

7. Progress Payments - The Program Manager will review, approve, and make recommendations to the Owner pertaining to monthly applications for payment submitted by the construction firm.

8. Exercise of Contract Prerogatives - When appropriate and/or required in an effort to achieve contract compliance, the Program Manager will advise the Owner and make recommendations to the Owner for exercising contract prerogatives of the Owner (a) to accelerate the progress of design/construction when scheduling goals are in jeopardy of not being met, (b) to remedy defective work, (c) to withhold payment from the Contractor and (d) to carry out other actions permitted to be taken by the Owner. A failure by the Program Manager to advise the Owner in accordance with this paragraph regarding any material breach by the Contractor which related to the Project and which is known to the Program Manager, shall constitute a breach of the obligations of the Program Manager under this Agreement.

9. Non-Compliance Work - The Program Manager will make recommendations to the Owner, and where appropriate give directions to the Contractor, in instances where the Program Manager observes construction work that appears to be defective and/or not in conformance with the Contract Documents. A failure by the Program Manager to identify such deficiencies and make recommendations to the Owner in accordance with this paragraph regarding any such material defect or non-conformity of which the Program Manager is or should be aware, shall constitute a breach of the obligations of the Program Manager under this Agreement.

10. Change Order Control System - The Program Manager will establish and implement a Change Order Control System. Any request for proposal relating to a contemplated change in the construction work will first be set forth in a document prepared by the construction firm outlining in detail the

proposed change and accompanied by technical drawings and specifications relating to such change. Any such request for proposal will be transmitted to the Contractor by the Program Manager and a detailed breakdown of the cost and time impact of the proposed change will be transmitted to the Program Manager by the Contractor. The Program Manager will determine whether the proposed change can be affected within the Total Program Budget, the Master Schedule, and the Detailed Construction Schedule for each Project, and will make a recommendation to the Owner as to the proposed change, which recommendation shall contain a cost estimate. All requests for proposal relating to contemplated changes and all pending and issued change orders will be tracked by the Program Manager. The Program Manager will, monthly and as reasonably required, issue a Change Order Report to the Owner. Such Report shall be attached to the Program Status Report and delivered in accordance with Article II of this Exhibit A 5. Such report shall identify additional professional services, increases in scope, or increases in budget.

11. Force Account Records - In instances where an agreed upon cost and time extension cannot be obtained between the Owner and the Contractor prior to the performance of change order work, the Program Manager will verify account records provided by the Contractor on a daily basis relating to the change order work to determine the actual worth of and time required for the performance of the change order work.

12. Contractor Claims - The Program Manager will be the recipient of all claims asserted by the Contractor against the Owner for additional compensation or for an extension of time due to any alleged cause. The Program Manager will perform a preliminary evaluation of the contents of any such claim, obtain factual information concerning any such claim, review the time/cost impact of the alleged cause of any such claim and make recommendations to the Owner as to the justification and appropriateness of any such claim.

13. Contractor Claims Negotiations - The Program Manager will, on behalf of the Owner and subject to the instruction of the Owner, negotiate any claim asserted by the Contractor against the Owner. The Program Manager will make a final recommendation to the Owner concerning settlement or other appropriate action to be taken by the Owner in respect to any such claim.

14. Safety - The Program Manager will ascertain that the Contractor has safety and accident prevention programs and procedures in place. The review by the Program Manager shall not relieve the Contractor of any obligation to maintain a safe work site, nor convey any responsibility for workplace safety to the Program Manager.

15. Quality Review - The Program Manager will establish and implement a program to monitor the quality of the design and construction. Said program shall be adequate to allow the Program Manager to determine if the quality of design and construction for the Project meets the requirements of the construction contract. The Program Manager will not issue instructions contrary to any contract between the Owner and the Contractor. All changes to the contract between the Owner and the Contractor will be by Change Order executed by the Owner and a copy of such changes will be given to the Program Manager. The contract administration services performed by the Program Manager and the monitoring by the Program Manager of the quality of the design and construction will in no way release or relieve the Contractor from any obligation to perform the design and construction work in accordance with the Contract Documents. The Program Manager will exercise due care in reviewing the quality of the design and construction, provided however that the performance of such quality review:

- (i) Shall not relieve the Contractor of any obligation to perform the design and construction

work in strict conformity with contract between the Owner and the Contractor and in strict conformity with all applicable laws, rules and regulations; and

(ii) Shall not indicate or imply that the Program Manager is in control or charge of any construction means, methods, techniques or sequences or any safety procedures or programs in connection with the construction work.

16. Detailed Construction Schedule - Upon the selection by the Owner of the Contractor, the Program Manager will provide information to allow the Contractor to develop a Detailed Construction Schedule which shall be consistent with the Program Schedule. The Program Manager will review and monitor the progress of the construction work based on the approved Detailed Construction Schedule. In the event that the Detailed Construction Schedule does not fulfill any of these requirements, the Program Manager shall direct the Contractor to make necessary changes in the Detailed Construction Schedule. Further, the Program Manager shall advise the Owner as to the reasonable and contractually allowable actions for timely completion of said Projects in the event it appears to the Program Manager that any such Project will not be substantially completed in accordance with the Program Schedule.

17. Construction Progress Review - The Program Manager will review the progress of construction with the Contractor and evaluate the percentage completion of each construction activity as indicated in the Detailed Construction Schedule. This review and evaluation will serve as the basis for a monthly Construction Progress Report which will be generated and distributed by the Program Manager to the Contractor, the Owner, and other appropriate parties. This report will indicate the progress of the construction, any schedule slippage, costs status and defective work, and will be used to determine the monthly progress payment to the Contractor. The Program Manager will develop an As-Built Schedule relating to the Construction Phase and will routinely update such schedule. The As-Built Schedule will, in respect to the construction performed, indicate the actual time spent on significant activities, any delays which may have occurred and the reason for any performance which is not in accordance with the approved Detailed Construction Schedule. The Construction Progress Report and As-Built Schedule shall be attached to the Program Status Report and delivered to the Owner in accordance with Article II of this Exhibit A.

18. Recovery Schedule - When appropriate the Program Manager will direct the Contractor to provide a recovery schedule reflecting whatever corrective action and extraordinary efforts should be undertaken by the Contractor to recapture lost time in order to complete the construction work in accordance with the approved Detailed Construction Schedule. The Program Manager will evaluate the recovery schedule and advise the Owner accordingly.

19. Evaluate Proposal Cost - The Program Manager will evaluate any proposed change orders submitted by the Contractor and will make a formal written recommendation to the Owner as to the justification and appropriateness of such change orders, including the appropriateness of quantities and pricing of the work. Said recommendation shall constitute a representation by the Program Manager that it has reviewed and evaluated the change order and that the recommendation constitutes the Program Manager's professional judgment as to the appropriateness of the change order and the appropriateness of quantities and pricing. In the event of major scope changes during the Construction Phase, the Program Manager will, at the request of the Owner, prepare an estimate of such changes in scope in a cost model format.

20. Evaluate Claims Cost - The Program Manager will prepare cost impact analyses relating to claims submitted by the Contractor. These estimates will be transmitted to the Owner and will be

utilized in claim determinations and negotiations.

21. Project Status Reports - The Program Manager will generate and distribute monthly, at the Project Review Meeting, Project Status Reports which will include schedule, maintenance and cost status reports and cash flow analyses. The Project Status Reports will indicate actual progress against the scheduled progress for the Construction Phase and will compare actual current Project costs and projected Project costs to the Total Project Budget. The Project Status Report shall be delivered in accordance with Article II of this Exhibit A.

22. Substantial Completion - The Program Manager will make determinations as to whether all or significant portions of the construction are substantially complete and will notify the Contractor of any observed incomplete or defective work. When incomplete or defective work has been remedied by the Contractor, the Program Manager will advise the Owner of the acceptability and completeness of all or significant portions of the Project and will issue a Certificate of Substantial Completion pertaining to completed work.

23. Final Completion - The Program Manager will, after the correction of all punch list items, make a final comprehensive inspection of the Project and will make a report to the Owner which will indicate whether the Program Manager finds the construction work to be acceptable and in accordance with the Contract Documents and relevant Project Data.

IX. POST CONSTRUCTION PHASE

1. Start-Up Occupancy - The Program Manager will, with the Contractor and the Owner, participate in the check-out and starting of all utilities and operating systems. The Contractor will provide schematic drawings and specifications and appropriate operational charts relating to mechanical and electrical systems for posting in mechanical equipment rooms.

2. Operating Instructions, Manuals and Guarantees - The Program Manager will coordinate between the Owner and the Contractor instruction sessions by major equipment suppliers and will receive from the Contractor all written materials required by the Contract Documents, such as operations and maintenance manuals, warranties and guarantees and will deliver these materials to the Owner.

3. Warranty - The Program Manager will, subject to Article 4 of the Agreement, provide evaluation services during the one-year period after substantial completion of construction of each Project for the purpose of determining the cause of and potential solutions for any significant Project problems and finding a solution to such problems. Any evaluation service performed by the Program Manager will be conducted in conjunction with the Contractor. The Program Manager will conduct follow-up inspections as required to verify that all warranty items have been corrected.

4. As-Built Documents - The Program Manager will perform coordination and expediting functions to require that "as-built" documents are in proper form and transmitted to the Program Manager and the Owner.

5. Occupancy Certificate - The Program Manager will assist the Owner in obtaining an occupancy certificate. Such assistance will include accompanying governmental officials during inspections of the Project, preparing and submitting proper documentation to appropriate approving governmental agencies and participating in the final testing and inspection of the Project.

6. Performance Evaluation - The Program Manager will evaluate the performance of new building systems installed in the Project against contract requirements. Further, the Program Manager shall conduct a six- and eleven-month post-occupancy evaluation of each Project. The Program Manager shall develop a tracking list of issues identified and maintain an ongoing status of the resolution of the issues identified.

7. Occupancy Plan - The Program Manager and Owner will develop and implement an Occupancy Plan and Schedule. Said Occupancy Plan and Schedule shall be made available to the Owner and to the staff to occupy any given Project sufficiently in advance of occupancy to allow proper planning for move-in and occupancy.

8. Claim Resolution - If any claim asserted against the Owner is a result of the acts or omissions of the Program Manager, the Program Manager will take all actions reasonably requested by the Owner to resolve the claim.

9. Final Payment and Accounting - The Program Manager will assemble all final lien releases provided by the Contractor and will recommend to the Owner whether to make final payment to the Contractor. The Program Manager will, based upon information provided to the Program Manager by the Contractor, prepare a final cost accounting report for the Project. If, after final payment to a Contractor, including final payment to a Contractor which is terminated or which has abandoned a Project, it is determined that the Contractor has received total payments in excess of the amount to which it is entitled based on the Program Manager's approval of an application for payment or a recommendation for final payment, the Program Manager shall notify the Owner to demand reimbursement of said payment from the Contractor. In the event the Contractor fails to make said reimbursement within 30 days after said demand and the Program Manager did not exercise the standard of care required of it under this Agreement in approving the application or making the recommendation that led to the excess payment, the Program Manager shall be responsible to reimburse the Owner for said payment. As to any such reimbursement made by the Program Manager, the Program Manager shall be subrogated to the Owner's rights against the Contractor and its Surety.

X. RIGHT-OF-WAY ACQUISITION

Right-of-Way acquisition services shall include complete responsibility for the land acquisition management and services necessary to support the timely construction of the SPLOST Program. Right-of-Way Acquisition Services include but are not limited to the administration, support and management of services in the areas of conceptual stage studies, project set-up, title research, appraisal, acquisition, condemnation, relocation, and surplus property management. The Program Manager shall conduct all right-of-way services in conformance with appropriate standards of practices and procedures utilizing applicable State and Federal guidelines and procedures, where required.

The Program Manager or designee must be pre-qualified by Cobb County and GDOT for land appraisal and acquisition on major roads and bridges. Sub-consultants must be approved by the City, and pre-qualified by GDOT in their field of expertise if they work on State or Federal Aid projects. Personnel assigned to the project shall be capable and experienced in roadway and bridge projects and hold a Georgia Real Estate Salesperson License.

The Program Manager will provide management, support, and oversight to provide all necessary

services, including, but not be limited to, the following:

1. Plan Reviews and Coordination. Perform thorough plan reviews and right-of-way coordination throughout all project phases. The Program Manager shall analyze engineering plans at various stages to determine the most cost-effective approach to property appraisal and acquisition, considering overall costs and project/program schedule requirements. Where appropriate, and early in the concept and preliminary design phase, recommend modifications to design plans or construction methods to reduce the potential for acquisition problems throughout the life of the project. The Program Manager shall conduct or participate in all public meetings related to the Program. The Program Manager shall also participate in all acquisition-related engineering and construction meetings to proactively coordinate all project phases and resolve problems. The Program Manager shall develop action plans, when necessary, to ensure that land acquisition proceeds on budget and on schedule. Program Manager shall provide necessary services for State and Federal Aid projects, including obstruction clearance reports. Program Manager shall coordinate with all state, federal, and local agencies to effectively provide all land acquisition services. Program Manager shall assist with coordinating environmental site assessments providing professional advice and assistance when environmental concerns are discovered which could require environmental remediation. Program Manager shall assist the Engineer at preliminary and final right-of-way plan stage and recommend changes, if any, to correct errors or eliminate problems. Working with City staff, ensure that all parcels are correctly located, surveyed, and described, and that all property owners are correctly identified.
2. Cost Estimates. Prepare all estimates of the cost of easements and rights-of-way necessary for the programming of funds, preparation of concept reports, justification of design features to lessen right-of-way impacts, and/or any other reasons deemed necessary by the City. Prepare conceptual stage studies, acquisition and relocation cost estimates and studies.
3. Appraisals. Coordinate and/or prepare detailed appraisals or other valuations, damages and/or cost-to-cure reports of all affected parcels of land necessary for the construction of each project. Appraisals will be prepared by State Certified Real Estate Appraisers pre-qualified with the Georgia Department of Transportation. The Program Manager shall conduct a parcel-by-parcel inspection to determine the appraisal problems and type of appraisal required, the need for special studies, whether or not relocation assistance is required, and checking for the presence of hazardous materials, USTs, and other items that pose appraisal and acquisition problems. Any acquisition appraisal over \$100,000 may require an independent second appraisal. Coordinate formal reviews and review appraisals when necessary to ensure consistency within project limits, and to ensure compliance with State and Federal requirements within project limits.
4. Negotiations. Program Manager shall be responsible for all negotiations involved in the purchase of all easements and rights-of-way for the Program. The acquisition agents shall become thoroughly familiar with each parcel, its appraisal, title, and the construction details of the project as they affect the parcel. The acquisition agent should check ownership records of the affected parcel to determine current owner prior to making the initial offer. The approved fair market value will be presented to the owner in writing by personal contact if possible. The acquisition agent will fully explain the plans, the required property rights needed for the project, the offer, and services available. Prompt follow-up negotiations will be made to answer questions and to encourage agreements. All counteroffers will be presented to the City for its consideration along with a recommendation of acceptance or rejection from the Program Manager. Counter offers that the Program Manager recommends for acceptance shall be presented in writing with the reasons for acceptance fully explained and documented. The Program Manager shall then present the counteroffer to the City Engineer for consideration.

The acquisition agents shall be courteous, responsive, and professional in their dealings with the affected owners. The agents and/or the acquisition manager will be responsible for thoroughly explaining the project concept, anticipated construction process and the effect of final project features on the property. Construction plans, cross-sections, driveway profiles, and other pertinent features shall be fully explained to the property owner. Each agent shall be capable of interpreting and explaining the construction plans.

Every effort shall be made to reach satisfactory agreements through negotiations with each owner. Throughout the negotiation process, the agent shall document and memorialize all contacts, meetings, and conversations with the owner or his/her agent, attorney, or representative. Pertinent information regarding the negotiations (and the entire acquisition process) shall be documented, and upon completion, forwarded to the City.

After the acquisition agent has exhausted all efforts to negotiate an agreement, the Program Manager's Acquisition Manager will personally contact the owner, his agent, or attorney prior to submitting a suit package to the City. This contact and the Program Manager's review of the file will assure the City that exhaustive negotiations were conducted, the offer is fair, and that eminent domain proceedings are necessary.

Program Manager shall prepare and/or assist the City with administrative requirements related to land acquisition.

5. Closings. Program Manager shall prepare deeds and assist the City Attorney in closing real estate transactions to obtain title to the right-of-way needed for the projects. Program Manager shall provide a paralegal to prepare all closing documents, including writing legal descriptions of the acquisition. The paralegal will be responsible for obtaining lien satisfactions, loan subordination, or any other information deemed necessary to obtain clear title to the property.

6. Condemnation Information. Program Manager shall provide all pertinent information in a complete and organized file needed to prepare an eminent domain suit when that action is recommended. The information will be gathered, updated, and organized to conform applicable State and Federal guidelines and instructions. It will include all needed data such as names and addresses of interested parties, legal descriptions, plats, negotiation records, and any information known that may assist the City in preparing for trial. Program Manager shall assist the City Attorney as needed to perfect styling and in conducting the legal proceedings, including depositions, interrogatories, and court testimony.

7. Relocation Assistance. Program Manager shall arrange for the relocation of families, businesses, individuals, or non-profit organizations that are displaced as a result of any project. On Federal and State Aid projects, GDOT relocation procedures shall be utilized.

8. Court Testimony. Program Manager's personnel shall be available to testify for any Special Master or court proceedings during the life of this contract, and up to 12 months after the end of this contract.

9. Property Management. The Program Manager shall catalog and maintain real and personal property inventories and administer the City's plan for surplus property. All properties must be maintained on suitable databases. Program Manager will also manage and coordinate asbestos (and other hazardous materials) surveys and abatement activities on the properties.

10. Information Management. In addition to appropriate project parcel files, the Program Manager shall daily enter all applicable data, costs, acquisition information, special stipulations, etc. so that accurate, up-to-date information is available to City staff and Program Manager's team members. Verification of data entry accuracy, timeliness, and completeness is also the Program Manager's responsibility. All maps, reports, and files will be available for inspection by the City and Georgia Department of Transportation upon notice and turned over to the City upon completion of each project. Inspect and review for quality assurance all work product to ensure compliance with requirements cited herein and all applicable City rules and procedures.

11. Management Oversight. The Program Manager shall provide oversight and monitoring of production, budget, and quality control. The Program Manager shall provide monthly schedule reports, weekly acquisition progress reports, and other reports as required by the City throughout the life of the program. The Program Manager shall track acquisition progress to ensure compliance with program schedule and costs. Program Manager shall also provide outreach services, including but not limited to, scheduling, notification, attending and/or facilitating public meetings.

12. Title Reports will be made available from the City and the City will provide legal services for eminent domain proceedings. Title reports are generally provided by the City Attorney or contracted attorney, however, the City may require assistance to expedite preparation of reports on large projects. Secure reports on each project parcel and review for errors or omissions upon completion. Adequate appraisal and acquisition staff shall be provided on an as-needed basis to meet schedule requirements. Program Manager must support these activities so that program schedules and budgets are met.

XI. OTHER DUTIES AND RESPONSIBILITIES

1. The Program Manager shall, in the normal execution of its responsibilities, attend a variety of meetings. Some meetings will occur during normal business hours and others may occur after normal business hours. The Program Manager shall coordinate, prepare for, conduct, and document these meetings and provide follow-up as required to address tasks and issues identified in these meetings. Examples of the types and frequency of meetings include:

- Community Meetings related to planning, design, engineering, and construction (as requested)
- Project Review Meetings with Owner and staff (monthly)
- Coordination Meetings with City staff related to planning, design, and construction (as requested)
- Local Governmental Agencies (as required)

2. Program Manager shall promptly respond to requests for information, analysis, evaluation, or recommendations on issues of planning, design, and construction. Such responses shall be forwarded through the appropriate Owner's Authorized Representative.

3. Program Manager shall provide all requested data and analysis requested by the Owner

4. The Program Manager shall create a system acceptable to the Owner for management of and for archiving of all documents generated in the execution of the Projects included in this Agreement. _____

EXHIBIT S
CROY ENGINEERING, LLC PROFESSIONAL RATES

POSITION	HOURLY RATE
Senior Professional IV	\$200.00
Senior Professional III	\$180.00
Senior Professional II	\$165.00
Senior Professional I	\$150.00
Senior Engineer	\$145.00
ROW Agent 3	\$135.00
ROW Agent 2	115.00
ROW Agent 1	100.00
RLS/Survey Manager	\$125.00
Engineer/Senior Designer	\$125.00
Senior Planner/Technician	\$110.00
Planner/Technician	\$100.00
CADD 4	\$85.00
CADD 3	\$75.00
Administration	\$75.00
Resident Inspector III	\$115.00
Resident Inspector II	\$100.00
Resident Inspector I	\$85.00
Survey Crew	\$150.00