

Attachment B

Standard Form of Contract and General Conditions of Contract between Owner and Consultant

AGREEMENT FOR GENERAL CONSULTING SERVICES

THIS AGREEMENT, made and entered into by and between **OCONEE COUNTY BOARD OF COMMISSIONERS**, 23 North Main Street, Watkinsville, GA 30677, hereinafter called the "OWNER", and _____, a corporation chartered and existing under the laws of the State of Georgia, hereinafter called the "CONSULTANT".

WITNESSETH:

WHEREAS, the OWNER has periodic need of professional advice and consulting services;

NOW, THEREFORE, for and in consideration of the covenants and promises to be carried out by each party herein, it is agreed by and between the parties that the OWNER shall and does hereby employ said CONSULTANT to provide certain professional advice and consulting services as follows:

ITEM A - CONSULTANT'S SERVICES

The specific services which the CONSULTANT agrees to furnish and the terms the CONSULTANT agrees to follow are set forth herein:

1. For each major task or project, the OWNER shall provide to the CONSULTANT a detailed description of the services to be performed. The CONSULTANT shall respond describing its proposed work procedure, schedule and estimated fee to complete the described services. If this response is acceptable, the OWNER shall issue a written Task Order to the CONSULTANT containing the agreed upon description of the work and consulting services fee. Each Task Order shall be numbered consecutively, shall reference this AGREEMENT, and shall be deemed an authorization for the CONSULTANT to proceed with the work when signed by the OWNER, unless otherwise stated. The provisions of this AGREEMENT shall control with respect to each Task Order. Each Task Order, after execution by both parties to this AGREEMENT, shall be incorporated into and become a part to this AGREEMENT. See Exhibit A for the Task Order format.
2. Signature by a representative of the OWNER on each Task Order shall constitute authorization to proceed by the CONSULTANT for services defined by that Task Order.

ITEM B – CONSULTANT'S COMPENSATION

The OWNER shall compensate the CONSULTANT for providing the services enumerated in ITEM A in accordance with the compensation method and amount identified in each Task Order. The compensation method for each Task Order shall be one of the following:

1. Lump Sum

The OWNER agrees to pay and the CONSULTANT agrees to accept a lump sum amount which constitutes compensation for all of the CONSULTANT'S salary costs, general and administrative overhead, direct project expenses, and profit. The OWNER agrees to pay the CONSULTANT monthly based on the estimated percentage of total work completed through the billing period as certified by the CONSULTANT.

2. Standard Billing Rates

a. The OWNER agrees to pay the CONSULTANT monthly, for work completed, on the basis of the standard billing rates contained in Exhibit A for those principals and employees engaged directly on the work.

Direct project expenses including, but not limited to, travel, subsistence, printing, toll telephone calls, specialized equipment rental, and professional services are also reimbursable at actual cost. Outside professional services shall have prior approval of the OWNER.

b. If the OWNER does not make monthly payments in full to the CONSULTANT, the CONSULTANT may suspend services on the basis of non-performance on the part of the OWNER. When such progress payments are restored, the CONSULTANT will continue services.

ITEM C - TERMS AND CONDITIONS OF AGREEMENT

1. AGREEMENT TO PROCEED. This AGREEMENT shall be in effect from the signature date until it is terminated. Signing this form shall allow Task Orders to be issued by the OWNER in accordance with ITEM A.

2. PAYMENT OF CONSULTANT. Monthly invoices will be issued by CONSULTANT for all work performed under the terms of this AGREEMENT and in accordance with the payment provisions of each Task Order. Invoices are due and payable within fifteen (15) days of receipt. In addition to any other remedies CONSULTANT may have, CONSULTANT shall have the absolute right to cease performing any basic or additional services in the event payment has not been made, without any liability to OWNER, pending payment of OWNER'S outstanding indebtedness. An interest charge of one percent per month will be added to invoices not paid within thirty days.

3. STANDARD OF CARE FOR CONSULTANT. CONSULTANT shall be responsible, to the level of care and skill ordinarily used by practicing professional consultants in the same type of work in the OWNER'S community, for the professional and technical soundness, accuracy, and adequacy of all designs, drawings, specifications, and other services and materials furnished under this AGREEMENT. CONSULTANT makes no other warranty, express or implied, with regard to its capacity, the work to be performed under this AGREEMENT, or the ultimate performance or compliance of the project.

4. PROJECT INFORMATION. OWNER shall furnish, or cause to be furnished to CONSULTANT, all documents and information known to OWNER that relate to the identity, location, quantity, nature or characteristics of any hazardous waste, environmentally sensitive material, and/or asbestos at, on, or under the project. In addition, OWNER will furnish, or cause to be furnished, such other reports, data, studies, plans, specifications, documents, information on surface and subsurface site conditions, and any other information required by CONSULTANT for proper performance of its services. CONSULTANT shall be entitled to rely upon OWNER-provided documents and information in performing the services required under this AGREEMENT; however, CONSULTANT assumes no responsibility or liability for the accuracy or completeness of such OWNER-provided documents.

5. COST ESTIMATES AND TIME SCHEDULES. Any opinions of construction costs provided by CONSULTANT will be on a basis of experience and judgment, but since CONSULTANT has no control over market conditions or bidding procedures, CONSULTANT cannot warrant that bids or ultimate construction costs will not vary from these cost estimates. Additionally, any opinions of time schedules provided by CONSULTANT will be on the basis of experience and judgment. However, since CONSULTANT has no control over permitting authority time frames, market conditions or weather related delays, CONSULTANT cannot warrant that schedules will not vary from the actual time frames.

6. CONSTRUCTION MONITORING. Any construction inspection or testing provided by CONSULTANT is for the purpose of determining the Contractor's compliance with the functional provision of the project contract documents only. CONSULTANT in no way guarantees or insures Contractor's work, nor assumes responsibility for construction means and methods used by Contractor, nor for jobsite safety, nor for Contractor's compliance with any State or Federal laws and regulations. OWNER agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for jobsite conditions during the course of construction of the project, including safety of all persons and property and that this responsibility shall be continuous and not be limited to normal working hours.

7. EXISTING CONDITIONS AND RESPONSIBILITIES. OWNER acknowledges that CONSULTANT and its subconsultants have played no part whatsoever in the creation of any existing hazardous waste, pollution sources, nuisance, or chemical or industrial disposal problem which may exist or be discovered and that CONSULTANT has no responsibility beyond informing OWNER of the discovered condition in a reasonable manner of time. CONSULTANT and its subconsultants, agents and employees shall not be responsible for any costs to cover claims, damages, losses and/or expenses (direct, indirect, and consequential), including, but not limited to, fees and charges of attorneys and court costs, arising out of existing conditions before, during and after the performance of the services by CONSULTANT. OWNER recognizes and agrees that CONSULTANT has assumed responsibility for making only those investigations, reports, and recommendations to the OWNER that are specifically included within the CONSULTANT's SCOPE OF SERVICES. OWNER acknowledges and agrees that the sole responsibility for making any disclosures or reports to any third party, for the taking of corrective, remedial, or mitigating action shall be solely that of OWNER.

8. LEGAL EXPENSES. In the event legal action is brought by OWNER or CONSULTANT against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the opposing party shall pay the prevailing party its reasonable amounts for attorney's fees, costs and expenses incurred as a result of that action.

9. PROJECT PROGRESS. CONSULTANT's services and compensation under this AGREEMENT have been agreed to in anticipation of the orderly and continuous progress of the project through completion.

10. PROJECT TIME. Should completion of the services be delayed for cause(s) beyond CONSULTANT's responsible control, including, but not limited to, force majeure, the time for performance shall be extended for a period at least equal to the delay and the parties will mutually agree on the terms and conditions upon which the services may be continued.

11. PROJECT DELAYS. The CONSULTANT will prepare drawings, specifications and/or reports in a timely manner, but it is agreed between the parties to this AGREEMENT that the CONSULTANT cannot be responsible for delays occasioned by factors beyond CONSULTANT's control, nor by factors which could not reasonably have been foreseen at the time this AGREEMENT was prepared and executed.

12. LIMITATION OF PROFESSIONAL SERVICES. Unless expressly stated to the contrary, the professional services to be provided by the CONSULTANT do not include meetings and consultations in anticipation of litigation or arbitration or attendance as an expert witness in any deposition, hearing or arbitration. If requested, these services will be provided by an amendment to this AGREEMENT, setting forth the terms of compensation to be received by the CONSULTANT.

13. CONFIDENTIALITY. The CONSULTANT shall not disclose nor permit disclosure of any information specifically designated by the OWNER as confidential, except to its employees and other subconsultants who need such information in order to properly execute the services of this AGREEMENT.

14. OWNERSHIP OF WORK PRODUCT. Upon completion of the project, the work product, i.e. the drawings, reports and other material provided to the OWNER by the CONSULTANT become the property of the OWNER. CONSULTANT may keep copies of all work products and reuse as CONSULTANT may choose. OWNER agrees to use the work product solely for the project covered by this Agreement. Should the OWNER reuse any portion of the work product without the CONSULTANT'S written approval, the OWNER shall assume full responsibility and liability for such use.

15. SEVERABILITY; SURVIVAL. If any of these TERMS AND CONDITIONS OF AGREEMENT shall be finally determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this AGREEMENT to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision. These TERMS AND CONDITIONS OF AGREEMENT shall survive the completion of the services under this AGREEMENT and the termination of this AGREEMENT for any cause.

16. DATE CHANGES. If in this AGREEMENT specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such periods of time or dates are changed through no fault of CONSULTANT, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment.

17. ASSIGNMENTS. Each party binds himself and his partners, successors, executors, administrators and assigns to the other party of this AGREEMENT, and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this AGREEMENT. Neither party shall assign, sublet or transfer his interest in this AGREEMENT without the written consent of the other. However, CONSULTANT may subcontract any portion of the work to be performed hereunder without such consent.

18. TERMINATION. Either party may terminate this AGREEMENT at any time by giving thirty days (30) notice to the other party. If this AGREEMENT is terminated, the CONSULTANT shall be compensated for work actually performed and expense incurred up to the date of termination.

19. WAIVER. No waiver by either party of any default or non-performance by either party shall be considered a waiver of any subsequent default or non-performance.

20. RECORD RETENTION. All records related to this AGREEMENT shall be retained by both parties for a period of four (4) years after the conclusion of this AGREEMENT. Records relating to any claim arising out of the performance of this AGREEMENT or costs and expenses of this AGREEMENT to which exception has been taken by either party shall be retained by the other party until the claim has been resolved.

21. USE AND TRANSFER OF ELECTRONIC MEDIA FILES. In accepting or using electronic media files ("Files") provided by CONSULTANT, OWNER agrees that all such Files are instruments of professional service and CONSULTANT shall remain the Owner of Files. Copies of documents that may be relied upon by the OWNER are limited to the printed copies (also known as hard copies) provided by the CONSULTANT. Any conclusion or information obtained or derived from such Files will be at the user's sole risk. In the event of a conflict between the hard copies prepared by the CONSULTANT and the Files, the hard copies shall govern. The OWNER agrees not to reuse these Files, in whole or in part, for any purpose or project other than the project that is the subject of this AGREEMENT. Except as otherwise required by law, the OWNER agrees not to transfer these Files to others without the prior written consent of the CONSULTANT and further agrees to waive all claims against the CONSULTANT resulting in any way from any unauthorized alterations, modifications and/or additions to the Files as well as reuse of the Files for any other project.

22. INTEGRATION CLAUSE/EFFECT OF PRIOR AGREEMENTS/PRECEDENCE. This AGREEMENT is intended by the parties as the final and binding expression of their general/master agreement and as the complete and exclusive statement of the terms thereof. This AGREEMENT supersedes and revokes all prior negotiations, representations and agreements, whether oral or written, relating to the subject matter hereof. Furthermore, these TERMS AND CONDITIONS OF AGREEMENT shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding CONSULTANT's agreement for general services. Subsequent Task Orders may change the terms of this AGREEMENT for that particular Task Order, if

expressly written in the Task Order; however, these TERMS AND CONDITIONS OF AGREEMENT shall remain in effect for all other Task Orders.

23. **GOVERNING LAW.** This AGREEMENT shall be governed in all respects by the laws of the State of Georgia.

ITEM D - THE OWNER'S RESPONSIBILITIES

The OWNER shall:

1. Upon request from the CONSULTANT, provide all criteria and full information as to OWNER'S requirements for the project, including project objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all standards which the OWNER will require to be included in the work products.
2. Assist CONSULTANT by placing at his disposal all available information pertinent to the project.
3. Acquire all real estate interests and provide right-of-entry to all property necessary to perform this project.
4. Examine all studies, reports, sketches, opinions of the construction costs, specifications, drawings, proposals and other documents presented by the CONSULTANT to the OWNER, and promptly render in writing the decisions pertaining thereto within a period mutually agreed upon.
5. Designate in writing a person to act as the OWNER's representative with respect to the services to be rendered under this AGREEMENT. Such person shall have complete authority to transmit instructions, receive information, interpret and define the OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to the CONSULTANT's services and to bind OWNER with respect to these items.
6. Give prompt written notice to the CONSULTANT whenever the OWNER observes or otherwise becomes aware of any development that affects the satisfactory completion of the project.
7. Furnish all required approvals and permits from all governmental authorities having jurisdiction over the project, and such approvals and consents from others as may be necessary for completion of the project.
8. Bear all costs incident to compliance with the requirements of this ITEM D.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this, the _____ day of _____, 2016.

OCONEE COUNTY BOARD OF COMMISSIONERS

By: _____
Signature

Print Name

Title: _____

CONSULTANT

By: _____
Signature

Print Name

Title: _____

TASK ORDER NO. 2016 - ____

To the AGREEMENT FOR GENERAL CONSULTING SERVICES

For

This Task Order, made and entered into by and between **OCONEE COUNTY BOARD OF COMMISSIONERS** hereinafter called the "OWNER" and _____ hereinafter called the "**CONSULTANT**", shall be incorporated into and become a part of the AGREEMENT FOR GENERAL CONSULTING SERVICES (the "AGREEMENT") entered into by the parties hereto on _____.

A. PURPOSE

This Task Order authorizes and directs the CONSULTANT to proceed with assisting the OWNER in providing _____.

B. CONSULTANT'S SCOPE OF SERVICES

The Scope of Services, dated _____, is enumerated in **Item A**, as described above, in its entirety. As each task arises, CONSULTANT will develop a brief, concise, written Scope of Services and estimated labor hours and costs for any and all tasks. CONSULTANT will not proceed with said tasks until written authorization is made by the OWNER. Email communication shall be deemed sufficient for written authorization.

C. CONSULTANT'S COMPENSATION

As consideration for providing the services enumerated within **Item B** of this Task Order, the OWNER shall pay the CONSULTANT in accordance with the AGREEMENT. The specific method of compensation for services provided under this Task Order is generally Standard Billing Rates as enumerated in General Services Agreement. The total value of work under this Task Order shall not exceed \$ _____ without advanced written authorization from the OWNER.

IN WITNESS WHEREOF, the parties hereto have executed this Task Order AGREEMENT on this, the ____ day of _____, 2016.

OCONEE COUNTY BOARD OF COMMISSIONERS

By: _____
Signature

Print Name

Title: _____

CONSULTANT

By: _____
Signature

Print Name

Title: _____