

## AGREEMENT FOR PROFESSIONAL SERVICES

### DEKALB COUNTY, GEORGIA

THIS AGREEMENT made as of this 15<sup>th</sup> day of January, 2018, (hereinafter called the "execution date") by and between DEKALB COUNTY, a political subdivision of the State of Georgia (hereinafter referred to as the "County"), and Michael Baker International, Inc. a corporation organized and existing under the laws of the State of Pennsylvania, with offices in Gwinnett County, Georgia (hereinafter referred to as "Contractor" or "Consultant"), shall constitute the terms and conditions under which the Contractor shall provide Architectural, Engineering and Planning Consultant Services in DeKalb County, Georgia.

WITNESSETH: That for and in consideration of the mutual covenants and agreements herein set forth, the County and the Contractor hereby agree as follows:

### ARTICLE I. CONTRACT TIME

The Contractor shall commence the Work under this Agreement within ten (10) days from the acknowledgement of receipt of the Notice to Proceed. Contractor shall fully complete the Work within five (5) years from and including the acknowledgement of receipt of the Notice to Proceed. The Contract Time may be extended only by Change Order approved and executed by the DeKalb County Chief Executive Officer or his/her designee and the Contractor in accordance with the terms of this Contract.

### ARTICLE II. CONTRACT TERM

This Contract shall commence immediately upon the execution date. The Initial Term of this Agreement shall be for twelve (12) calendar months, beginning on the Commencement Date. This annual contract comes with four (4) options to renew. Prior to the expiration of the Initial Term, the parties have the option to renew this agreement for a First Annual Renewal Term of twelve (12) calendar months. Prior to the expiration of the First Annual Renewal Term, the parties have the option to renew this Agreement for a Second Annual Renewal Term of twelve (12) calendar months. Prior to the expiration of the Second Annual Renewal Term, the parties have the option to renew this Agreement for a Third Annual Renewal Term of twelve (12) calendar months. Prior to the expiration of the Third Annual Renewal Term, the parties have the option to renew this Agreement for a Fourth Annual Renewal Term of twelve (12) calendar months. Without further action by either party, this Agreement will terminate at the end of the Initial Term or at the end of each Annual Renewal Term. Each option to renew must be exercised prior to the beginning of each Annual Renewal Term and is effective upon adoption and approval by the DeKalb Governing Authority and the Contractor in accordance with the terms of this Contract.

### ARTICLE III. PAYMENT

As full payment for the faithful performance of this Contract, the County shall pay the Contractor, the Contract Price, which is an amount not to exceed Five Million Dollars and Zero Cent (\$5,000,000.00), unless changed by written Change Order in accordance with the terms of this Contract. The term "Change Order" includes the term "amendment" and shall mean a written order authorizing a change in the Work, and an adjustment in Contract Price to Contractor or the Contract Term, as adopted and approved by the Contractor and the DeKalb County Governing Authority, or the Chief Executive Officer, if exempted from Governing

Authority adoption and approval in accordance with the express terms of this Contract. The Chief Executive Officer or his/her designee shall have the authority to approve and execute a Change Order lowering the Contract Price or increasing the Contract Price up to twenty percent (20%) of the original Contract Price, provided that the total amount of the increase authorized by such Change Order is less than \$100,000.00. If the original Contract or Purchase Order Price does not exceed \$100,000.00, but the Change Order will make the total Contract Price exceed \$100,000.00, then the Change Order will require approval by official action of the Governing Authority. Any other increase of the Contract Price shall be by Change Order adopted and approved by the DeKalb County Governing Authority and the Contractor in accordance with the terms of this Contract.

Amounts paid to the Contractor shall comply with and not exceed Attachment A, the Contractor's Schedule of fees, consisting of One (1) page attached hereto and incorporated herein by reference. The Schedule of Fees applicable to the initial twelve (12) month period of performance of the Agreement is contained in Attachment A. The Schedule of Fees for the subsequent years of this Agreement shall be negotiated by the parties sixty (60) days prior to the beginning of the years to which they apply.

The County, in consideration of the performance of the Contractor's undertakings under this Agreement, pursuant to Work Authorizations fully executed by the County and Contractor, shall pay the Contractor in accordance with the appropriate Schedule of Fees. The fee amount set forth in each Work Authorization shall constitute complete payment for all services furnished in connection with the work required to be performed under the Work Authorization. The County, to initiate performance under this Agreement, shall issue to the Contractor a Work Authorization, essentially in the format as set forth in Attachment A-1, Sample Work Authorization Form, attached hereto and incorporated herein as reference. Work Authorizations must be executed by the County and the Contractor's authorized representative as set forth in the Agreement. The Contractor shall, upon receipt of each duly executed Work Authorization, perform the work described in the Work Authorization in accordance with the Contract Documents. The Work Authorization, at a minimum, shall contain the following information:

1. Project Identification Number and Title
2. Work Authorization Number
3. Assignment Description
4. Work Disciplines and Hourly Loaded Billing Rates for Same
5. Subcontractor Billing Rates Plus Contractor's Administrative Fee
6. Direct Non-Salary Expenses
7. Time Schedule
8. Contract Number

Specific Work Authorizations will have precedence over any interpretation within the Contract.

Payment is to be made no later than thirty (30) days after submittal of undisputed invoice. Invoice(s) must be submitted as follows: