

AGREEMENT  
BETWEEN  
BEN HILL COUNTY, GEORGIA  
AND  
HOFSTADTER AND ASSOCIATES, INC.

THIS AGREEMENT made and entered into as of the \_\_\_ day of \_\_\_, in the year Two Thousand and Twenty Six between Ben Hill County, Georgia, (hereinafter called OWNER) and Hofstadter and Associates, Inc. Consulting Engineers (hereinafter called ENGINEER). WITNESSETH, that whereas the OWNER intends to construct 2026 Community Development Block Grant: Streets & Drainage Improvements (hereinafter called the PROJECT).

NOW, THEREFORE, the OWNER and ENGINEER for the considerations hereinafter set forth, agree as follows:

1. THE ENGINEER AGREES to perform the following Engineering services for the project:
  - A. General: The Engineer shall serve as the Owner's professional representative in the planning and the supervision of construction of the Project, and shall give consultation and advice to the Owner during the performance of his services.
    - (1) Copyright or Patent Infringement: The Engineer shall defend actions or claims charging infringement of any copyright or patent by reason of the use of adoption of any designs, drawings or specifications supplied by him, and he shall hold harmless the Owner from loss or damage resulting there from, providing however, that the Owner within five (5) days after receipt of any notice of infringement or of summons in any action therefore shall have forwarded the same to the Engineer in writing.
    - (2) Insurance: The Engineer shall secure and maintain such insurance as will protect him from claims under the Workers' Compensation Acts and from claims for bodily injury, death, or property damage which may arise from the performance of his services under this Agreement.
    - (3) Standards: The Engineer shall adhere to any and all state design construction standard in the preparation of Contract Documents for the Project.

B. Basic Services of the Engineer:

- (1) Contract Documents: The Engineer shall prepare working drawings, specifications, and other Contract Documents completely describing the material and workmanship required and procedures to be followed for the construction of the Project including the following:
  - (a) Design: The Engineer will design the proposed improvements as outlined in the Preliminary Engineering Report titled 2026 Community Development Block Grant: Streets & Drainage Improvements, to serve Ben Hill County, Georgia, including Georgia Department of Natural Resources Environmental Protection Division approval.
- (2) Receipt of Proposals: The Engineer shall furnish drawings and specifications for the use of Bidders in submitting Proposals. He shall assist the Owner in securing proposals from Bidders, in analyzing such Proposals, and in preparing the Agreement for execution by the Contractor.
- (3) During Construction: The Engineer shall provide general supervision of construction to check the Contractor's work for general compliance with the drawings and specifications and shall endeavor to protect the Owner against defects and deficiencies in the work of the Contractor, but he does not guarantee the Contractor's performance. The Engineer's general supervision shall include furnishing a resident Engineer and shall include the following services:
  - (a) Additional Instructions: The Engineer shall issue additional instructions to the Contractor as may be necessary to interpret the drawings and specifications or to illustrate changes required in the Contractor's work.
  - (b) Contractor's Submittals: The Engineer shall check shop drawings, samples, equipment, approval data and other data submitted by the Contractor for compliance with the drawings and specifications.
  - (c) Contractor's Requests for Payment: The Engineer shall act upon the Contractor's requests for payment in accordance with the provisions of the General Conditions of the Contract.
  - (d) Visits to the Site: The Engineer shall make inspections at the site to check the Contractor's work for general compliance with the Contract Documents and to determine the extent of work completed for checking of Contractor's requests for payment.

- (e) Special Performance Tests: The Engineer shall witness and fully report the results of all special performance tests required for the Project (not in this contract).
  - (f) Final Acceptance: The Engineer shall prepare completion lists when 90 percent completion of the Project is claimed by the Contractor and again when 100 percent completion is claimed. When the Contractor shall have completed the work in accordance with the terms of the Contract Documents, the Engineer shall certify his acceptance to the Owner and his approval of the Contractor's final request for payment.
  - (g) Inspection Prior to Expiration of the Guaranty Period: Inspection prior to the expiration of the guaranty period of the Project and preparation of a written report listing discrepancies between guarantees and performance.
  - (h) Instruction to the Owner: The Engineer shall arrange for detailed instruction by the Contractor and manufacturer's representatives of the Owner of his delegated representative in the proper operation and maintenance of the equipment furnished and installed for the Project.
- C. Extra Services of the Engineer: Shall include the following when authorized in writing by the Owner:
- (1) Contract Documents: Revisions to drawings and/or specifications previously approved and preparation of Contract Documents for alternate proposals and change orders.
  - (2) Land Surveys: Preparation of legal descriptions, i.e., plats, as may be required for the acquisition of lands, rights-of way, or easements. (Not in this Contract)
  - (3) During Construction Services: Construction observation of the Project in excess of the number of visits included in this Contract.
  - (4) NPDES Storm Water Monitoring and Permit Fees
- D. Reimbursable Services of the Engineer: Shall include the following items when authorized in writing by the Owner: Transportation and subsistence of principals and employees on special trips to the Project or to other locations; long distance telephone and telegraph calls as required to expedite the work of the Contractor; reproduction of drawings and specifications in addition to those specified in Article 1.B(2) of the Agreement; soil borings and tests; and work of special consultants when required by the complex nature of the Project.

2. THE OWNER AGREES to provide the Engineer with complete information concerning the requirements of the Project and to perform the following services:

- A. Access to the Work: The Owner shall guarantee access to make all provisions for the Engineer to enter upon public and private lands as required for the Engineer to perform such work as surveys and inspections in the development of the Project.
- B. Consideration of the Engineer's Work: The Owner shall give thorough consideration to all reports, sketches, estimates, drawings, specifications, proposals, and other documents presented by the Engineer, and shall inform the Engineer of all decisions within a reasonable time so as not to delay the work of the Engineer.
- C. Legal Requirements: The Owner shall hold promptly all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the Project, and pay all costs incident thereto.
- D. Proposals: The Owner shall advertise for Proposals from Bidders, open the Proposals at the appointed time and place and pay costs incident thereto.
- E. Protection of Markers: The Owner shall protect to the best of his ability, all stakes and other markers set by the Engineer prior to the assumption of such responsibility by the Contractor. Replacement of markers or stakes which have been damaged, moved or removed shall be paid for by the Owner as extra services of the Engineer.
- F. Standards: The Owner shall furnish the Engineer with a copy of any design construction standards he shall require the Engineer to follow in the preparation of Contract Documents for the Project.
- G. Owner's Representative: The Owner shall designate in writing, by appendix to this Agreement, a single person to act as Owner's Representative with respect to the work to be performed under this Agreement. The person designated as Owner's Representative shall have complete authority to transmit instructions, receive information, interpret and define Owner's policy and decisions, with respect to the materials, equipment, elements and systems pertinent to the work covered by this Agreement.

3. THE OWNER'S PAYMENT TO THE ENGINEER:

- A. Abandoned or Suspended Work: If any work performed by the Engineer is abandoned or suspended in whole or in part by the Owner other than for default by the Engineer, the Engineer shall be paid for services performed prior to receipt of written notice from the Owner such abandonment or suspension in an amount equal to the work performed as of the date of abandonment or suspension.

- B. Progress Payments: Once each month, the Owner shall pay the Engineer for professional services performed under this Agreement in proportion to services performed during the period as verified by statements of services.
- C. Payments for Basic Services of the Engineer: The Owner shall pay the Engineer for the services described in Article 1.B of this Agreement as described in Attachment "A".
- D. The Engineer shall perform all services with professional skill and care and shall prepare preliminary plans and specifications for the Project and forward to the Owner for review. Upon completion of the review, the final plans and specifications shall be prepared and forwarded to Owner.

This schedule shall not, except for reasonable cause, be exceeded by the Engineer.

- E. Payment for Extra Services of the Engineer: For extra services defined in Article 1.C the Owner shall pay the Engineer on an hourly basis in accordance with the schedule of charges attached hereto.
- F. Payments for Engineer's Reimbursable Services: The Engineer shall be reimbursed at cost for the reimbursable services outlined under Article 1.D.

4. THE OWNER AND ENGINEER FURTHER AGREE to the following conditions:

- A. Termination: This Agreement may be terminated by either party, in the event of substantial failure to perform in accordance with the terms hereof by the one party through no fault of the other party, given a written notice of such termination and specifying the effective date thereof, at least five days before the effective day of such termination or if the grant to Ben Hill County is suspended or terminated.

If termination is due to the fault of others than the Engineer, the Engineer shall be paid for services satisfactorily performed to the date of termination, including reimbursements then due.

If the Engineer shall violate any of the covenants, agreements, or stipulations of this Contract, the Owner thereupon shall have the right to terminate this Contract by giving written notice as detailed above, and the Engineer shall be paid for the value of services performed satisfactorily to the date of termination, such value as determined by the Owner.

In the Event that termination of this Contract by the Owner shall be for violation or breach of any Contract terms on the part of the Engineer, the Owner shall have full recourse to such administrative, contractual, or legal remedies, together with such necessary and reasonable sanctions and penalties against the Engineer, as may be appropriate.

- B. Termination for Convenience: Ben Hill County may terminate this contract at any

time for any reason by giving at least thirty (30) days notice in writing to the Engineer. If the contract is terminated by Ben Hill County as provided herein, the Engineer will be paid a fair payment as negotiated with Ben Hill County for the work completed as of the date of termination.

- C. Ownership of Documents: The original completed tracings as master specification sheets shall remain the property of the Engineer. One set of reproducible record drawings shall be furnished to the Owner.
- D. Disputes: In the case of a dispute, it will be settled using a process agreeable to both parties. It is proposed that disputes which cannot be settled between the parties to this agreement be referred to mediation under the then current Construction Industry Mediation Rules of the American Arbitration Association. Agreement to attempt mediation will not in any respect surrender the right of either party to arbitration or if they ultimately deem it necessary to institute litigation. It is agreed that our firm is a Corporation and that any claim arising out of any act or omission of any director, officer, or employee of the firm in the execution or performance of this agreement, shall be made against the Firm and not against such director, officer or employee.
- E. The total liability, in the aggregate, of Consultant and Consultant's directors, officers, employees, agents, associates or subcontractors, and any of them, to Client or anyone claiming by, under or through you are Client, for any and all injuries, claims, losses, expenses, including attorney's fees, expert fees or court costs and damages whatsoever arising out of or in any way related to Consultant's Services under this Agreement, from any cause or causes whatsoever, including but not limited to, negligent acts or omissions, professional negligence, breach of contract, strict liability, errors or omissions of Consultant, or the employees, directors, officers, agents, associates or subcontractors of consultant, or any of them, will be limited to Consultant's fee (including changes).

The parties waive incidental, indirect, or consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This waiver is applicable, without limitation, to all consequential damages due to either Party's termination in accordance with paragraphs 4A. and 4B.

5. **SUCCESSORS AND ASSIGNS:** This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the Owner and Engineer respectively and his partners, successors, assigns and legal representatives. Neither the Owner nor the Engineer shall have the right to assign, transfer or sublet his interest or obligations hereunder without written consent of the other party.
6. **SPECIAL PROVISIONS:** The Owner and the Engineer mutually agree that this Agreement shall be subject to the following Special Provisions which shall supersede other conflicting provisions of the Agreement.
- A. Owner shall pay Engineer for additional services rendered under Article 1.C at the

hourly rates stated on the attached Schedule of Hourly Rates:

- B. Engineer shall develop contract drawings and specifications to comply with minimum requirements of all Federal, State and Local Regulatory Agencies.
  - C. Engineer shall submit upon request an Affirmative Action Plan which clearly demonstrates how compliance will be obtained with Title 6 of the Civil Rights Act of 1964 and the President's Executive Order Numbers 11246 and 11375 which prohibit discrimination in employment regarding race, creed, color, sex, age or national origin.
  - D. Any dispute concerning the agreement or claims hereunder shall be subject to the jurisdiction of the Bibb County Superior Court.
7. EQUAL OPPORTUNITY: In carrying out this Contract, the Engineer shall comply in full with all applicable requirements of Executive Order 11246, entitled *Equal Employment Opportunity*, as amended by Executive Order 11375 and as supplemented in U.S. Department of Labor regulations (41 CFR Par 60), and all other applicable state and federal laws and regulations addressing equal employment opportunity.
8. EMPLOYMENT OF LOCAL RESIDENTS: In the event that the Engineer finds it necessary to employ additional staff to accomplish the activities required under this Contract, every reasonable effort will be made to secure such additional staff from among residents of Ben Hill County, provided applicants with the necessary qualifications as established by the Engineer can be identified. In any case, final decisions regarding employment of such staff shall be the sole responsibility of the Engineer. Details regarding the requirements of this *Section 3 Clause* are set forth in Attachment "C", which is made a part of this Contract.
9. AUDITS AND INSPECTIONS: The Owner, the Georgia Department of community Affairs (DCA), the U.S. Department of Housing and Urban Development (HUD), the Comptroller of the United States, or any of their duly authorized representatives, shall have full access to the right to examine pertinent books, documents, papers, and records of the Engineer involving transactions related to this Contract for three years after the Owner makes the final payment on this Contract, or until all audit findings, if any, have been resolved to the satisfaction of DCA, HUD, or the Owner, whichever is later.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement the day and year first written above:

OWNER:

BEN HILL COUNTY, GEORGIA

\_\_\_\_\_  
Witness

BY: \_\_\_\_\_  
Hal Wiley, Chairman


ATTEST: \_\_\_\_\_  
Hampton Raulerson, County Manager



  
\_\_\_\_\_  
Witness

ENGINEER:

HOFSTADTER AND ASSOCIATES, INC.

BY:   
\_\_\_\_\_  
Carl E. Hofstadter, Jr P.E., LEED AP, Principal

ATTEST:   
\_\_\_\_\_  
Michael Hayes Hofstadter, P.E., Principal

## ATTACHMENT "A"

WITNESSETH: That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

The Consulting Engineer will accomplish all general tasks related to Civil Engineering for the Owner for the 2026 Community Development Block Grant: Streets & Drainage Improvements, The Owner shall compensate the Consulting Engineer as follows:

### ENGINEERING SERVICES

THEREFORE, the parties herein mutually agree:

1. **EMPLOYMENT OF THE CONSULTANT:** The County hereby agrees to engage the Engineer and the Engineer hereby agrees to perform specific grant and/or SPLOST services hereinafter and in accordance with the terms and conditions herein and Georgia Department of Community Affairs grant regulations.
2. **SCOPE OF SERVICES:** The Engineer shall prepare a Preliminary Engineering Report (PER) and engineering services in a satisfactory and professional manner and in accordance with the grant requirements of the Georgia Department of Community Affairs, USDA/RD, RDA, or other agencies for the County.
3. **TIME OF PERFORMANCE:** The Preliminary Engineering Report services by the Engineer as described in Section 2 shall commence NO LATER than five (5) working days AFTER the execution of this Agreement and pursued in an expeditious manner. The engineering services shall NOT commence until the grant is officially approved by Georgia DCA and accepted by the County and a written "Notice to Proceed" issued by the County to the Engineer.
4. **COMPENSATION:** The Engineer shall be compensated for Engineering services rendered under this Agreement by the submission of invoices on-or-about the first day of each month. The County shall pay said invoice within ten (10) working days upon receipt of payment from the State of Georgia. The Engineer shall prepare the Preliminary Engineering Report at a cost not to exceed \$20,000.00 based off of the attached hourly rate schedule. The Engineer shall commence with the engineering associated with the approved project at the rates approved by Ben Hill County, and any funding agency. Outlined in the PER is the compensation for this project.

5. FEE SCHEDULE:

Basic Service	Qty.	Unit	Unit Price	Total Price
Surveying	100	HR	\$ 150.00	\$ 15,000.00
Principal Engineer	105	HR	\$ 250.00	\$ 26,250.00
Design	105	HR	\$ 200.00	\$ 21,000.00
Drafting (CADD Operator)	100	HR	\$ 100.00	\$ 10,000.00
Clerical	75	HR	\$ 75.00	\$ 5,625.00
Administration	1	LS	\$ 4,499.00	\$ 4,499.00
Construction Observation	54	VISITS	\$ 500.00	\$ 27,000.00
<b>Total</b>				<b>\$109,374.00</b>

HOURLY RATE SCHEDULE\*: Hourly rates for services performed on or after the date of the agreement are:

<b>HOFSTADTER AND ASSOCIATES, INC</b>					
<b>2026 HOURLY RATE SCHEDULE</b>					
EFFECTIVE JANUARY 1, 2026					
Hourly Rate	Engineer	Survey	Landscape	Inspection	Administrative
\$ 285.00	Principal				
\$ 275.00	Senior Manager	Senior Manager Survey Party (3–Men)	Senior Manager	Senior Manager	Senior Manager
\$ 250.00	Project Manager V Project Engineer V	Survey Manager V Project Surveyor V	Landscape Architect V LA Project Manager V		
\$ 230.00	Project Manager IV Project Engineer IV	Survey Manager IV Project Surveyor IV	Landscape Architect IV LA Project Manager IV		
\$ 215.00	Project Manager III Project Engineer III	Survey Manager III Project Surveyor III	Project Manager III		
\$ 205.00	Project Manager II Project Engineer II	Survey Manager II Project Surveyor II Survey Party (2–Men)			
\$ 190.00	Project Manager I Project Engineer I	Survey Manager I Project Surveyor I			Grant Administrator
\$ 175.00		Staff Surveyor V Survey Field Supervisor		Certified Inspector V	
\$ 170.00		Staff Surveyor IV		Certified Inspector IV	
\$ 155.00		Staff Surveyor III Survey Party (1–Man)			
\$ 135.00		Staff Surveyor II		Certified Inspector III	
\$ 120.00	CADD Technician III	Staff Surveyor I Survey Technician III		Certified Inspector II	
\$ 115.00	CADD Technician II	Survey Technician II			
\$ 110.00	CADD Technician I	Survey Technician I			Admin III
\$ 105.00				Certified Inspector I	Admin II
\$ 95.00					Admin I

**Specialized Services & Reimbursable**

NPDES Monitoring: Billed at a flat rate of \$1,000 per month  
 Subconsultant Fees: Outside consultant services will be billed at 1.15 times their cost  
 Travel & Mileage: will be billed at the current IRS Standard Mileage Rate  
 Overtime: Nonsalary (hourly) employees will be billed at 1.5 times their standard hourly rate

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\*Hourly rates only used if requested

**"ATTACHMENT B"**

**ADDITIONAL CERTIFICATION FOR SPECIAL CONDITION**

**COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT**

To the best of his or her knowledge and behalf;

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Signature \_\_\_\_\_

Date \_\_\_\_\_

## ATTACHMENT "C"

### ITEM A

#### "SECTION 3" CLAUSE OF THE URBAN DEVELOPMENT ACT OF 1968

1. The work to be performed under this Contract is on a project assisted under a program providing direct federal financial assistance from the U.S. Department of Housing and Urban Development, and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u). Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.
2. The parties to this Contract will comply with the provisions of said Section 3, the regulations issued pursuant thereto by the Secretary of the U.S. Department of Housing and Urban Development as set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder, prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
3. The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or worker's representative of his commitments under this Section 3 clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
4. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project, and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development (24 CFR Part 135). The Contractor will not subcontract with any subcontractor where he has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135, and will not let any subcontract unless the subcontractor has first provided him with a preliminary statement of ability to comply with the requirements of these regulations.
5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder, prior to the execution of this Contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its successors, and assigns, to those sanctions specified by the Community Development Block Grant program through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

**ATTACHMENT "D"**

**BUILD AMERICA BUY AMERICA ACT (BABAA)**

Engineer will obtain and maintain all Build America Buy America documentation and certification during construction, which shall then be transferred to the recipient. Engineer will certify this action at projects' end.