



**MAYOR AND COUNCIL MEETING  
TUESDAY, JANUARY 19, 2021  
6:00 PM  
DALTON CITY HALL**

**A G E N D A**

**Call to Order**

**Pledge of Allegiance**

**Approval of Agenda**

**Public Commentary:** *(Must Complete Public Commentary Card Prior to Speaking)*

**Minutes:**

1. Mayor and Council Minutes of January 4, 2021

**Unfinished Business:**

2. Second Reading - Ordinance 20-22 To Amend Chapter 96 "Stormwater Management" of the Revised Code of Ordinances

**New Business:**

3. CDBG Meals Program Agreement with the Oakwood Cafe
4. Consulting Agreement between the City of Dalton and Dalton-Whitfield Community Development Corporation for Rental Assistance Program Administration Services for the City of Dalton CDBG-CV3 Program
5. Professional Services Agreement with Goodwyn Mills Cawood (GMC) for Civil Design Services on Multi-Use Field Project at Heritage Point
6. Professional Services Agreement with Terracon Consultants, Inc. for Hazardous Material Surveys at 915 Brookwood Drive and 310 W. Waugh Street
7. Board Commission and Authority Appointments

**Supplemental Business**

**Adjournment**

THE CITY OF DALTON  
MAYOR AND COUNCIL MINUTES  
JANUARY 4, 2021

The Mayor and Council held a meeting this evening at 6:00 p.m. in the Council Chambers of City Hall. Present were Mayor David Pennington, Council members Annalee Harlan, Derek Waugh, Tyree Goodlett, and Gary Crews, City Administrator Jason Parker and City Attorney Gandhi Vaughn.

CALLED TO ORDER

The Mayor Called the Regular meeting of the Mayor and Council to order.

PLEDGE OF ALLEGIANCE

The audience was led in the Pledge of Allegiance.

APPROVAL OF AGENDA

On the motion of Council member Goodlett, second Council member Harlan, the Mayor and Council approved the January 4, 2021 agenda. The vote was unanimous in favor.

PUBLIC COMMENTARY

There were no public comments.

MINUTES

The Mayor and Council reviewed the Regular Meeting Minutes of December 21, 2020

On the motion of Council member Harlan, second Council member Goodlett, the minutes were approved. The vote was unanimous in favor.

On the motion of Council member Harlan, second Council member Waugh, the Special Called Minutes of December 28, 2020 were approved. The vote was unanimous in favor.

RATIFICATION OF RENTAL AGREEMENT WITH RNC FOR DALTON AIRPORT

The Mayor and Council reviewed the rental agreement with the Republican National Committee for the use of the Dalton Municipal Airport hangar for (3) days January 2-4, 2021 at a rate of \$2500.00 per day. On the motion of Council member Crews, second Council member Waugh, the Mayor and Council ratified the agreement. The vote was unanimous in favor.

ORDINANCE 20-21 REQUEST OF ERIC AZUA TO ANNEX 1230 FRAZIER DRIVE, DALTON, GEORGIA

The Mayor and Council reviewed Ordinance 20-21 the request of Eric Azua to annex .172 acres located at 1230 Frazier Drive, Dalton, Georgia as Medium Density Single Family Residential into the City of Dalton. Parcel (12-179-02-058).

After discussion, on the motion of Council member Goodlett, second Council member Waugh, the Mayor and Council approved the annexation. The vote was unanimous in favor.

ORDINANCE 20-21 REQUEST OF ERIC AZUA TO ANNEX 1230 FRAZIER DRIVE,  
DALTON, GEORGIA

NOTE:

Previous administration opposed the annexation of 30 houses because of several reasons included the school systems opposition stating that the number of students would overwhelm Park Creek elementary, however with the increased space of the construction of Hammond Creek city school, there is no longer an opposition from the school system.

Additionally, the developer at the time opposed a traditional subdivision and decided not to increase the lot sizes as suggested by the City

There are 29 houses remaining that are currently in the County

FIRST READING - ORDINANCE 20-22 TO AMEND CHAPTER 96 “STORMWATER  
MANAGEMENT” OF THE REVISED CODE OF ORDINANCES

The Mayor and Council held a first reading of Ordinance 20-22 To Amend Chapter 96 “Stormwater Management” Of The Revised Code Of Ordinances Of 2001 Of The City Of Dalton; To Amend Article I “In General” By Deleting Section 96-1 “Scope Of Responsibility For The City Drainage System” In Its Entirety And To Substitute Section 96-1 “Scope Of Responsibility For The City Drainage System”; To Amend Article I “In General” By Adding The Definition Of “Runoff Reduction Practices” In Section 96-3 “Definitions”; To Amend Article II “Post Construction Stormwater Management” To Provide Clarification Of Section 96-10 “Stormwater Local Design Manual; To Amend Section 96-11 “Exemptions From Requirements” By Deleting Paragraph (5); To Amend Section 96-13 “Permit Procedures And Requirements” By Deleting Paragraph (b) In Its Entirety And To Substitute Paragraph (B) “Stormwater Concept Plan And Consultation Meeting” In Lieu Thereof; To Amend Section 96-14 “Post-Development Stormwater Performance Criteria” By Deleting Paragraphs (a) And (a-1) In Its Entirety And To Substitute Paragraphs (a) and (a-1) In Lieu Thereof; To Provide An Effective Date; To Repeal All Ordinances Conflicting Therewith; To Provide For Severability; And For Other Purposes.

APPOINTMENTS – BOARDS, COMMISSIONS, AUTHORITIES

On the motion of Council member Harlan, second Council member Waugh the Mayor and Council approved the appointments submitted below:

Airport Authority	Clark, Chester	5 Year 12/21/2025
Historic Preservation Commission	Lewis, Joanne	3 Year 12/31/2023
Historic Preservation Commission	Roan, Carolyn	3 Year 12/31/2023
Historic Preservation Commission	Snyder, Cathy	3 Year 12/31/2023
Historic Preservation Commission Vice-Chairman	Hutchenson, John	3 Year 12/31/2023
Housing Authority Resident Member	Land, Barbara	1 Year 12/31/2021
Joint Development Authority	Kinard, Bob	2 Year 12/31/2022
Joint Development Authority	Ramirez, Juan Carlos	3 Year 12/31/2023
Joint Development Authority	Robertson, Frank	1 Year 12/31/2021
Public Safety Commission	Viamonte, Luis	5 Year 12/31/2025

APPOINTMENTS – BOARDS, COMMISSIONS, AUTHORITIES cont'd

Recreation Commission	Steve Card	5 Year 12/31/2025
Regional Development Commission		
Liaison	Gowin, Kenny	1-Year 12/31/2021
Tree Board	Atkins, Dianne	3 Year 12/31/2023
Tree Board	Hawkins, Nancy	3 Year 12/31/2023
Tree Board	Ester, Will	3 Year 12/31/2023
WL&SF Commission	Boggs, Tommy	5 Year 12/31/2025

The vote was unanimous in favor.

ANNOUNCEMENTS

City Offices will be closed Monday, January 18, 2021 in observance of the MLK, Jr. holiday.  
The next City Council Meeting will be held Tuesday, January 19, 2021.

Adjournment

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was  
Adjourned at 6:27 p.m.

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Bernadette Chattam  
City Clerk

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David Pennington, Mayor

Recorded  
Approved: \_\_\_\_\_  
Posted: \_\_\_\_\_





## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 01/19/2021

**Agenda Item:** Second Reading of Ordinance No. 20-22 To Amend Chapter 96 "Stormwater Management" of the Revised Code of Ordinances

**Department:** Public Works

**Requested By:** Andrew Parker

**Reviewed/Approved by City Attorney?** Yes

**Cost:** N/A

**Funding Source if Not in Budget** N/A

**Please Provide A Summary of Your Request, Including Background Information to Explain the Request:**

The City is required to update its Stormwater Management ordinance (Chapter 96) to comply with current EPD regulations. GAEPD is requiring Phase II MS4 permittees to update their post construction stormwater ordinances for development. The update requires new development and redevelopment projects to apply the runoff reduction standard, when feasible, to take the place of the current water quality standard (removing 80% of the calculated average annual post-development total suspended solids load). The runoff reduction standard requires sites to retain the first 1 (one) inch of rainfall on-site to the maximum extent practical. Runoff reduction methods mimic the natural process of allowing precipitation to infiltrate thus helping mitigate the increase in runoff created by development. The determination that it is infeasible to apply the stormwater runoff reduction standard on part or all of a project must be documented in the plan review process. When runoff reduction is infeasible on part or all of a site, then the default water quality standard (removing 80% of the calculated average annual post-development total suspended solids load) must still be met.

The updated ordinance also removes the post construction exemption for two-lane road construction as required by the latest applicable MS4 permit. Additionally, the revised ordinance makes provisions for the City to accept easements for public dedication of private drainage systems under certain circumstances as outlined in the revised ordinance Sec. 96-1.

CITY OF DALTON  
ORDINANCE  
Ordinance No. 20-22

An Ordinance Of The City Of Dalton To Amend Chapter 96 “Stormwater Management” Of The Revised Code Of Ordinances Of 2001 Of The City Of Dalton; To Amend Article I “In General” By Deleting Section 96-1 “Scope Of Responsibility For The City Drainage System” In Its Entirety And To Substitute Section 96-1 “Scope Of Responsibility For The City Drainage System”; To Amend Article I “In General” By Adding The Definition Of “Runoff Reduction Practices” In Section 96-3 “Definitions”; To Amend Article II “Post Construction Stormwater Management” To Provide Clarification Of Section 96-10 “Stormwater Local Design Manual; To Amend Section 96-11 “Exemptions From Requirements” By Deleting Paragraph (5); To Amend Section 96-13 “Permit Procedures And Requirements” By Deleting Paragraph (b) In Its Entirety And To Substitute Paragraph (B) “Stormwater Concept Plan And Consultation Meeting” In Lieu Thereof; To Amend Section 96-14 “Post-Development Stormwater Performance Criteria” By Deleting Paragraphs (a) And (a-1) In Its Entirety And To Substitute Paragraphs (a) and (a-1) In Lieu Thereof; To Provide An Effective Date; To Repeal All Ordinances Conflicting Therewith; To Provide For Severability; And For Other Purposes.

WHEREAS, Article I “In General” and Article II “Post Construction Stormwater Maintenance” of Chapter 96 “Stormwater Management” Of The Revised Code Of Ordinances Of 2001 Of The City Of Dalton has been amended from time to time;

WHEREAS, the City desires to revise and amend Article I “In General” and Article II “Post Construction Stormwater Maintenance” of Chapter 96 “Stormwater Management” to provide for the protection of the health, welfare, and safety of the public and so as to continue compliance with Federal and State stormwater management practices;

BE IT ORDAINED by the Mayor and Council of the City of Dalton in regular meeting assembled and by authority of the same it is hereby ordained as follows:

-1-

The recitals contained herein above are incorporated herein by reference and are adopted as findings and determinations of the Mayor and Council.

-2-

Section 96-1 “Scope Of Responsibility For The City Drainage System” of Article II “Post Construction Stormwater” of Chapter 96 “Stormwater Management” of the Revised Code Of Ordinances Of 2001 of the City of Dalton, as amended, is hereby amended by deleting Section 96-1 in its entirety and inserting in lieu thereof the following:

Sec. 96-1. - Scope of responsibility for the city drainage system.

The city drainage system consists of all streams, creeks, branches, lakes, reservoirs, ponds, drainage ways, channels, ditches, swales, storm sewers, culverts, inlets, catch basins, pipes, head walls and other structures, natural or man-made, within the political boundaries of the City of Dalton which control and/or convey stormwater through which the city intentionally diverts surface waters from it public streets and properties. The city owns or has legal access for purposes of operation, maintenance, and improvements to those segments of this system which (1) are located within public streets, rights-of-way, and easements; (2) are subject to easements, rights-of-entry, rights-of-access, rights-of-use, or other permanent provisions for adequate access for operations, maintenance, and/or improvement of systems and facilities; or (3) are located on public lands to which the city has adequate access for operations, maintenance, and/or improvement of systems and facilities. Operation and maintenance of stormwater systems and facilities which are located on private property or public property not owned by the City of Dalton and for which there has been no public dedication of such systems and facilities for operations, maintenance, and/or improvement of the systems and facilities shall be and remain the legal responsibility of the property owner, except as that responsibility may be otherwise affected by the laws of the State of Georgia and the United States of America.

(a) The City of Dalton may accept temporary or permanent easements for public dedication of such drainage systems and facilities for operations, maintenance, and/or improvement if one or more of the following criteria are met:

(1) The drainage system is connected directly to the city’s existing public drainage system and conveys stormwater runoff from a city property or city right-of-way.

- (2) A significant amount of stormwater runoff conveyed by the drainage system is generated by city owned property or city right-of-way.
  - (3) Failure of the drainage system will result in a significant threat to the public and/or adjacent property.
- (b) The City of Dalton may accept drainage systems for operations, maintenance, and/or improvement determined to meet the eligibility criteria listed in (a) if:
- (1) The drainage system has not been damaged due to negligence, neglect or intentional act of the property owner.
  - (2) Easements with adequate access for operations, maintenance, and/or improvement of systems and facilities are provided by the property owner to the city.
- (c) The City of Dalton will not accept drainage systems for the purposes of operations, maintenance, and/or improvement of systems and facilities if one or more of the following criteria are met:
- (1) The drainage system is located on a non-residential property such as but not limited to commercial, industrial, institutional or multi-family properties (such as commercial apartment complexes). However, the city may accept an easement for such drainage systems if the existing condition of the system or facility poses a significant and real threat to human health and safety of the general public (including city infrastructure) and meets the criteria outlined in (a) and (b) above.
  - (2) The drainage system is located under an existing building(s).
- (d) Prior to acceptance of a drainage easement for an existing drainage system or facility, the Public Works Director will prepare and provide to the City Council a corrective action plan to address known deficiencies with the drainage system or facility. Following acceptance of the easement, the corrective action plan will be included in the city's list of known capital improvement and maintenance projects. The acceptance of the drainage system or facility shall not create a special duty on the city to prioritize the corrective action plan above other

known capital improvement and maintenance projects.

-3-

Section 96-3 “Definitions” of Article I “In General” of Chapter 96 “Stormwater Management” of the Revised Code Of Ordinances Of 2001 of the City of Dalton, as amended, is hereby amended by adding, in alphabetical order therein, the definition of “Runoff Reduction Practices” such that the new definition shall read as follows:

*Runoff Reduction Practices* are stormwater management practices that are used to disconnect impervious and disturbed pervious surfaces from the storm drain system, thereby reducing post-construction stormwater runoff rates, volumes, and pollutant loads.

-4-

Section 96-10 “Stormwater Local Design Manual” of Article II “Post Construction Stormwater” of Chapter 96 “Stormwater Management” of the Revised Code Of Ordinances Of 2001 of the City of Dalton, as amended, is hereby amended by deleting Section 96-10 in its entirety and inserting in lieu thereof the following:

Sec. 96-10. - Stormwater local design manual.

The engineer will utilize the policy, criteria and information including technical specifications and standards in the latest edition of the GSMM and the Whitfield - Dalton Stormwater LDM, for the proper implementation of the requirements of this article. The LDM may be updated and expanded periodically by the Public Works Director, based on improvements in science, engineering, monitoring and local maintenance experience. The Public Works Director shall maintain the current version of the LDM at the Public Works Department and make the same available for inspection by and distribution to the public.

-5-

Section 96-11 “Exemptions From Requirements” of Article II “Post Construction

Stormwater” of Chapter 96 “Stormwater Management” of the Revised Code Of Ordinances Of 2001 of the City of Dalton, as amended, is hereby amended by deleting paragraph (5) of Section 96-11 in its entirety.

-6-

Section 96-13 “Permit Procedures And Requirements” of Article II “Post Construction Stormwater” of Chapter 96 “Stormwater Management” of the Revised Code Of Ordinances Of 2001 of the City of Dalton, as amended, is hereby amended by deleting paragraph (b) of Section 96-13 in its entirety and inserting in lieu thereof the following:

- b. *Stormwater concept plan and consultation meeting.* Projects that are complex in nature may require a stormwater concept plan and consultation prior to submittal of design plans for review by the engineer. The stormwater concept plan shall meet the requirements outlined in the LDM. Stormwater concept plans and consultation meetings are encouraged for all projects prior to submittal of engineering plans for review. For the purposes of this section, any proposed development activity that meets any of the following criteria shall be required to perform a stormwater concept plan and consultation meeting prior to submittal of engineering plans for review.
  - 1. Any residential subdivision with greater than 50 lots, unless such development contains two-acre or greater lots.
  - 2. Any non-residential development with a disturbed area of ten acres or greater.
  - 3. Any non-residential development regardless of size which has an impervious surface coverage that covers 50 percent or more of the property excluding those lands contained within undisturbed buffers including but not limited to floodplains, stream buffers and undisturbed buffers between dissimilar zonings.
  - 4. Any no-residential development regardless of size which is defined as a hot spot land use.

-7-

Section 96-14 “Post-Development Stormwater Performance Criteria” of Article II “Post Construction Stormwater” of Chapter 96 “Stormwater Management” of the Revised Code Of Ordinances Of 2001 of the City of Dalton, as amended, is hereby amended by deleting paragraphs (a) and (a-1) of Section 96-14 in its entirety and inserting in lieu thereof the following:

(a) *Stormwater Runoff Quality / Reduction.* Stormwater runoff generated from a site shall be adequately treated before discharge. It will be presumed that a stormwater management system complies with this requirement if:

(1) The system is designed to retain the first 1.0 inch of rainfall on site to the maximum extent practicable. The determination by the engineer that it is infeasible to apply the stormwater runoff quality/reduction standard, on part or all of a project, must be documented with the site plan review documents. If the first 1.0 inch of rainfall can be retained onsite using runoff reduction methods, then no additional water quality treatment is required. If the 1.0 inch cannot be retained onsite, the remaining runoff from a 1.2 inch rainfall event must be treated to remove at least 80% of the calculated average annual post-development total suspended solids (TSS) load or equivalent as defined in the LDM and GSMM;

-8-

Should any section or provision of this Ordinance be declared by a Court of competent jurisdiction to be unconstitutional, invalid or unlawful, such declaration shall not affect the validity of the remaining portions of the ordinance not so declared to be unconstitutional, invalid, or unlawful.

-9-

All resolutions and ordinances of the City of Dalton or parts thereof in conflict herewith are hereby repealed.

-10-

This Ordinance shall take effect and be in force following its adoption and publication in two public places within the City of Dalton for five (5) consecutive days, the public welfare of the City of

Dalton requiring it.

ADOPTED AND APPROVED on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at the regular meeting of the Mayor and Council of the City of Dalton.

The foregoing Ordinance received its first reading on \_\_\_\_\_ and a second reading on \_\_\_\_\_. Upon second reading a motion for passage of the ordinance was made by Council member \_\_\_\_\_, second by Council member \_\_\_\_\_ and upon the question the vote is \_\_\_\_\_ ayes, \_\_\_\_\_ nays and the Ordinance is adopted.

CITY OF DALTON, GEORGIA

Attest:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

A true copy of the foregoing Ordinance has been published in two public places within the City of Dalton for five (5) consecutive days following passage of the above-referenced Ordinance as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
CITY CLERK  
CITY OF DALTON





## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 1-19-21

**Agenda Item:** CDBG Meals Program Service Provider Contract

**Department:** Finance

**Requested By:** Cindy Jackson

**Reviewed/Approved by City Attorney?** Yes

**Cost:** \$60,480

**Funding Source if Not in Budget** CDBG-CV3 Funds

**Please Provide A Summary of Your Request, Including Background Information to Explain the Request:**

An RFP was issued to distribute 20 days of evening meals to two low-income areas within Dalton City limits (Census Tracts 0004.00 and 0010.00). 300 meals per day will be provide to residents within those 2 areas. The RFP's were scored by our CDBG consultants, BluLynx, LLC, with the contract going to the highest scoring applicant - The Oakwood Café. Attached is the contract and scoring summary.

**CITY OF DALTON**  
**Meals Program Agreement**

**PARTNER AGENCY:**     **The Oakwood Cafe, Inc.**

**FUNDING ENTITY:**     **CITY OF DALTON**

**FUNDING AMOUNT:**    **\$60,480.00**

THIS AGREEMENT, made and entered into on the 19<sup>th</sup> day of January, 2021 by and between City of Dalton, a municipal corporation of the State of Georgia, acting by and through its duly elected City Council, hereinafter referred to as the "City", and The Oakwood Cafe, Inc., a domestic for-profit corporation incorporated in the State of Georgia, hereinafter referred to as the "Agency," located within the municipal boundary of the City of Dalton, Georgia at 201 W. Cuyler Street, Dalton, Georgia 30720.

WITNESSETH:

WHEREAS, City of Dalton has budgeted certain funds to carry out various COVID-19 relief activities to benefit low-income residents of the City; and

WHEREAS, \$60,480.00 from Fiscal Year **2020** COVID-19 Relief Funds (CDBG-CV3) has been appropriated for award to the Agency for the implementation of activities determined to benefit low-income residents of the City; and

WHEREAS, the Agency agrees to assume certain responsibilities for the implementation of its CDBG assisted activities, and certifies that it will comply with the applicable certifications contained herein.

NOW, THEREFORE, the parties hereunto do hereby agree as follows:

**PROJECT DESCRIPTION:** To provide a meals program for eligible low-income residents.

**USE OF FUNDS:**             The program funds shall only be used for providing meals for eligible low-income residents to reduce the impact of COVID-19.

**FUNDING:**                    The City has budgeted COVID-19 relief funds for the City Meals Program.

**DUTIES OF AGENCY:**     Agency shall provide the following services, information and documentation to City as provided in the program guidelines or upon request:

1. Provide 300 individual pre-packaged evening meals per weekday for a period of twenty (20) days to eligible residents beginning Wednesday, January 20<sup>th</sup>, 2021 through Tuesday, February 16<sup>th</sup>, 2021.
2. Meals shall include: one serving of bread or bread alternative, two servings of vegetables, one serving of fruit or substitute additional vegetable, and one serving of meat or meat alternative per each individual meal.
3. Food shall be of high quality, attractive in color and texture, nutritious, non-greasy and appealing to encourage maximum food consumption.
4. Deliver 150 meals each to the John Davis Recreation Center located at 904 Civic Dr., Dalton, GA 30721 at 5:00 p.m. and to the Mack Gaston Community Center located at 218 N. Fredrick Street, Dalton, GA 30721 at 5:00 p.m.
5. Comply with all applicable food safety rules and regulations of the Department of Health.
6. Provide qualified staff to prepare and deliver meals to identified location.

**DUTIES OF CITY:**

The City shall provide the following services:

1. Administer the City Meals Program.
2. Provide funding for the City Meals Program.
3. Timely pay Agency upon satisfactory completion of Program Services and within 10 days of receipt of invoice from Agency.

**DEFAULT:**

The occurrence of any one or more of the following events shall be deemed a default:

1. Failure to provide 10 days of program meals to eligible residents during the term this Agreement.
2. Failure to provide number and/or quality of meals required by Agreement.
3. Filing of voluntary or involuntary Bankruptcy of Agency.
4. Sale of business of Agency to third party without consent of City.
5. Assignment of Agreement to third party without consent of City.
6. Failure to maintain active status as Domestic Corporation with the Georgia Secretary of State during the term of this Agreement.
7. Filing of Bankruptcy during the term of the Agreement.

**REPAYMENT:** Repayment is not required except in the event of default. Upon the occurrence of one or more events of default, Agency shall pay to City the amount of program funds paid to Agency directly related to the Program Services not in compliance with this Agreement.

**INDEMNIFICATION:** The Agency shall indemnify and hold harmless the City and its affiliates and their partners, directors, officers, employees, agents and advisors from and against all losses, claims, damages, liabilities and reasonable expenses, including, but not limited to, reasonable attorneys' fees arising out of or relating to the City Meals Program and the Agency's use of program funds.

**GOVERNING LAW:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia.

**JURISDICTION:** Jurisdiction and Venue of any lawsuit brought in connection with this Agreement shall be in the Superior Court of Whitfield County, Georgia and the parties hereby waive any and all jurisdiction, venue, and inconvenient forum objections to such Court.

**JURY TRIAL:** The parties hereby waive the right to trial by jury of any issues in the event any lawsuit is filed in connection with this Agreement.

**SEVERABILITY:** Each provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of the Agreement.

**TERM:** The term of this Agreement shall be sixty (60) days commencing upon execution of this Agreement.

[SIGNATURES ON NEXT PAGE.]

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures on the dates specified below:

FOR THE AGENCY

\_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
(Typed Name/Title)

\_\_\_\_\_  
(Signature date)

FOR THE CITY

\_\_\_\_\_  
(Signature)

By David Pennington, Mayor  
(Typed Name/Title)

\_\_\_\_\_  
(Signature date)

ATTEST:

\_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
(Typed Name/Title)

\_\_\_\_\_  
(Signature date)

ATTEST:

\_\_\_\_\_  
(Signature)

By Bernadette Chattam, City Clerk  
(Typed Name/Title)

\_\_\_\_\_  
(Signature date)

ATTEST:

\_\_\_\_\_  
(Signature)

By Cindy Jackson, CFO  
(Typed Name/Title)

\_\_\_\_\_  
(Signature date)

**CDBG FOOD SERVICE PROVIDER SCORING**

<b><u>Restaurant</u></b>	<b><u>Score</u></b>	
Fuji Japanese	NA	Required items not submitted
Filling Station	96	
Dos Bros	97	
Miller Brothers	97	
Oakwood Café	100	



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 1-19-21

**Agenda Item:** CDBG Rental Assistance Program Administrative Contract

**Department:** Finance

**Requested By:** Cindy Jackson

**Reviewed/Approved by City Attorney?** Yes

**Cost:** \$34,962.80

**Funding Source if Not in Budget** CDBG-CV3 Funds

**Please Provide A Summary of Your Request, Including Background Information to Explain the Request:**

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An RFP was issued for administrative services for the CDBG-CV3 Rental Assistance Program. Only one applicant submitted an RFP – Dalton-Whitfield Community Development Corporation. The RFP was scored by our CDBG Consultants – BluLynx, LLC. DWCDC received a score of 92 out of 100. The cost for administration was determined by the maximum funding available per CDBG guidelines for administrative services which is 20% of program funds. Program funds to be distributed for rental assistance is \$174,814. I submit this contract for approval.

**CONSULTING AGREEMENT  
BETWEEN THE  
CITY OF DALTON and DALTON-WHITFIELD COMMUNITY DEVELOPMENT CORPORATION  
for RENTAL ASSISTANCE PROGRAM ADMINISTRATION SERVICES FOR THE CITY OF  
DALTON CDBG-CV3 PROGRAM**

This Agreement made this 1st day of February, 2021 by and between Dalton-Whitfield Community Development Corporation (hereinafter referred to as "Consultant") having its offices and place of business at 407 S. Thornton, Ste. 3, Dalton, GA 30720 and the CITY OF DALTON, 300 West Waugh Street, Dalton, GA 30720, (hereinafter referred to as "City"), as follows:

WHEREAS, the City of Dalton deems it desirable and necessary to obtain the services of a consultant to provide administrative services related to the implementation of a Community Development Block Grant (CDBG-CV3) COVID-19 Emergency Rental Assistance Program funded by the U. S. Department of Housing and Urban Development (HUD) and the Consultant's proposal, annexed hereto as Exhibit "A", hereinafter referred to as the "Service".

Now, THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, it is agreed by and between the parties as follows:

- A. Scope of Services: The Consultant agrees to perform the services as described in Exhibit "A", which is annexed hereto and made a part hereof.
- B. Term: The term of this Agreement will commence as of February 2, 2021, and end December 31, 2021.
- C. Compensation: The cost for this service shall be a total of \$34,962.80. Said amount will be billed in accordance with the attached Exhibit "B" (Fee Schedule) and made part hereof. The City shall pay the Consultant for services rendered under this Agreement in accordance with the Exhibit "B" (Fee Schedule)



within thirty (30) days of receipt of applicable invoices and in accordance with the standard practices of the City of Dalton. The total amount to be paid to the Consultant for services rendered pursuant to the Consulting Agreement shall not exceed \$34,962.80.

D. United States Department of Housing and Urban Development's (HUD) Rules,

Regulations, Requirement: The parties to this Agreement agree that they are subject to the terms and conditions of the CDBG-CV3 funds, as well as HUD's rules, regulations and requirements as currently in use or as amended by HUD from time to time. Any conflict between this Agreement and HUD's rules, regulations and requirements shall be resolved by the application of HUD's rules, regulations and requirements.

E. Consultant's Staff: Throughout the term of this Agreement, the Consultant agrees to maintain appropriate and sufficient staff to meet the requirements of this Agreement and to provide for timely, professional service. The Consultant herein represents that it is adequately staffed, skilled and experienced in the type of work proposed and represents further that it is duly qualified to perform these services under the laws of the State of Georgia.

F. Equal Opportunity: During the performance of this Contract, Consultant agrees as follows:

The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, age, sex or marital status, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, age, sex or marital status. Such action shall be taken with reference to, but not limited to the following: recruitment, employment, job assignment, promotion, upgrading, demotion transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training and retraining, including apprenticeship and on-the-job training.

G. Compliance with Labor Statutes and Rules: The Consultant agrees to comply in all respects with the laws of the State of Georgia respecting labor and compensation and with all labor statutes, ordinances, rules and regulations.

H. Conflict of Interest: No person who is a member of the governing body of the Consultant, an officer, or an employee, or the immediate family members of such person will be eligible to participate or benefit financially from any program or project undertaken by the Consultant under this Agreement. Moreover, no individual who is an elected official, a paid staff person to such an official, a leader or chairman or committeeman of a political party at any jurisdictional level or an immediate family member of such person will be eligible to participate or benefit financially from any project undertaken by the Consultant under this Agreement.

I. Representations of the Consultant:

- (1) The Consultant represents that it is a duly organized and validly existing non-profit corporation under the laws of the State of Georgia and has all requisite power and authority to enter into this Agreement.
- (2) This Agreement has been executed and delivered by the Consultant in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and Agreement of the Consultant.
- (3) There is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist by the Consultant, which (a) questions the validity of this Agreement, or any action take or to be taken under it, or (b) is likely to result in any material adverse change in the authority, properties, assets, liabilities, conditions (financial or otherwise) of the Consultant which would materially and substantially impair the Consultant's ability to perform any of the obligations imposed upon the Consultant by this Agreement.

- (4) The representations, statements, and other matters contained in the application and proposal, were true and complete in all material respects as of the date of filing. The Consultant is aware of no event, which would require any amendments to the application or proposal in order to make such representations, statements, and other matters true and complete in all material respects and not misleading in any material respect. Consultant is aware of no event or other fact, which should have been and has not been reported in the application as material information.
- (5) Consultant agrees to comply with all applicable Federal, State and Local Laws and Ordinances.
- (6) Consultant agrees to purchase errors and omissions coverage.

J. Representations of the City:

- (1) The City represents that it is a municipal corporation duly established under State of Georgia law.
- (2) That it is validly existing and in good standing under the laws of the State of Georgia, and has all requisite corporate power and authority to enter into this agreement and consummate the transactions herein contemplated.
- (3) This agreement, the consummation of the transactions herein contemplated and their performance, observance and fulfillment by the City of all the terms and conditions hereof on its part to be performed, observed and fulfilled, have all been approved and authorized by the City Council. The execution and delivery of this Agreement, the consummation of the transaction herein contemplated and the performance for, fulfillment of and compliance with the terms and conditions hereof by the City do not and will not (either immediately or with lapse of time, or with notice, or both) conflict with any of the provisions applicable authorizing Resolution(s) of the City Council.
- (4) This agreement has been duly and validly executed and delivered by the City and constitutes a valid, binding and enforceable obligation of the City. The City has the right, power, legal capacity and authority to enter into and perform its obligations under this agreement, subject to a permissive referendum.

K. Indemnification by Consultant: The Consultant shall indemnify and hold the City, its directors, agents, servants, officers and employees harmless from any and all claims and judgments for damages and from costs expenses, including attorney's fees, to which the City may be subjected or which it may suffer or incur by reasons of losses, damage or injuries to persons or property resulting from negligence or carelessness of the Consultant on account of any act by, or omission of the Consultant and or any part of the work agreed to be performed under this Agreement. The City and the Consultant shall be solely responsible for their own acts and omissions and responsible to each other for any intentional or negligent acts or omissions, which cause damage to the other.

L. Termination: This agreement may be terminated upon the happening of any of the following events:

(1) By mutual written consent of the contracting parties;

(2) By either party for cause upon the failure of the other to comply with the terms and provisions of this Agreement, provided that, the party seeking termination shall give the other written notice setting forth with reasonable detail and specificity the objections to the other party's failure to comply via registered or certified mail with return receipt requested or by personal delivery; such termination shall be effective upon thirty (30) days from mailing or personal delivery unless the defaulting party shall have cured such a failure to comply with the provisions of this Agreement within said thirty (30) day period;

(3) If the City, in its sole discretion, deems that termination would be in the best interest of the City; in that event, the City shall give notice of termination not less than sixty (60) days prior to the date on which termination shall be effective in the same manner as provided in section (2) herein above;

(4) Upon the filing of a petition in bankruptcy or insolvency by or against the Consultant; in that event, the Agreement shall be terminated immediately without termination costs to the City; or

(5) If the Consultant fails to comply with any of the material requirements of this Agreement.

- (7) By the Consultant if the CDBG-CV funds become unavailable or if for whatever reason the City fails for a period of sixty (60) days to compensate the Consultant for services rendered in accordance with this agreement.
- (8) In the event of termination of this agreement, the Consultant shall return all computer software, computer discs containing program information and tapes, documents, records, and all other materials or very kind and nature relating to this agreement to the City and shall provide a final invoice for charges due through and including the effective date of termination. The Consultant shall be paid for services authorized and performed pursuant to the provisions of this Agreement up to the date of termination, unless the cancellation of the agreement by the City is pursuant to Paragraph N hereof. Further the Consultant will return all unused City owned supplies and City owned furniture and equipment in the possession of the Consultant, if any.

M. Notification: Consultant shall promptly notify the City of any change in the status of any license, permit, authorization or approval required by Consultant for the performance of its obligations and duties pursuant to this agreement.

N. Completion of Authorized Work: At the option of the City, any work authorized by this agreement and not completed at the end of or earlier termination of this agreement shall be completed under the terms and conditions of this agreement. The Consultant shall receive payment for all such work completed.

O. Consultant Assistance: The Consultant agrees, with regard to this agreement, generally to assist the City, upon request of the City Attorney and/or his designated agent, in preparations associated with legal actions arising there from and to testify on behalf of the City should the same be requested by the City. The cost will be will be in addition to the compensation provided by paragraph "C" and shall be payable at actual cost to the Consultant.

P. No Collusion or Fraud: The Consultant hereby agrees that the only person or persons interested as principal or principals in the application and proposal submitted by the Consultant for this agreement are named therein, and that no person other than those mentioned therein has any interest in the above mentioned proposal in the securing of the award, and that this agreement has been secured without any connection with any person or persons other than those named and that the proposal is, in all respects, fair and were prepared and secured without collusion or fraud and that neither any officer nor employee of the City has or shall have a financial interest in the performance of the contract or in the supplies, work or business to which it relates or in any portion of the profits thereof.

Q. Safety Equipment: The Consultant is responsible for taking all safety precautions and complying with all safety requirements for the work performed under this agreement. Consultant shall provide and utilize appropriate protective clothing and equipment to meet the requirements of the Occupational Health and Safety Act and other applicable industry standards and requirements.

R. Assignment: The Consultant shall not assign, transfer, convey sublet or otherwise dispose of this Agreement or of its right, title, benefit, advantage, or interest in or to it, any part hereof, or its power to execute it or assign, by power of attorney or otherwise, without the previous written consent of the City.

S. Successors and Assigns: This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the City and the Consultant, respectively, and its partners, successors, assigns and legal representatives.

T. Severability: In case any one or more of the provisions contained in this agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this agreement and this agreement shall be construed as if such invalid, illegal or unenforceable provision had not been stated herein.

U. Notice: All notices will be deemed effective for all purposes as of the date such notice is mailed, postage prepaid, by certified mail, return receipt requested to be delivered only to the office of the address of each respective party at the address listed on the first page of this agreement or upon the date of personal delivery.

V. Modification: The agreement and the exhibits annexed hereto constitute the entire agreement between the parties and supersede all prior oral and written agreements between the parties hereto. It is understood and agreed that this agreement and the exhibits annexed hereto may be amended in writing only, and that all understandings and agreements heretofore had between the parties hereto are merged into this agreement, which alone fully and completely express their agreement, and that the same is entered into after full investigation, neither party relying upon any statement or representation, not embodied in this agreement, made by the other.

W. Paragraph Headings: The title of the paragraphs and any heading of the paragraphs are not part of this agreement and will not be deemed to affect the meaning or construction of any of its provisions.

X. Independent Contractor: Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing an employer/employee relationship between the parties. The Consultant shall at all times remain an independent contractor with respect to the services to be performed under this agreement and the City and the consultant shall remain separate legal entities. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance as the Consultant is an independent contractor.

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures on the dates specified below:

**FOR THE AGENCY**

\_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
(Typed Name/Title)

\_\_\_\_\_  
(Signature date)

ATTEST:

\_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
(Typed Name/Title)

\_\_\_\_\_  
(Signature date)

**FOR THE CITY**

\_\_\_\_\_  
(Signature)

By David Pennington, Mayor  
(Typed Name/Title)

\_\_\_\_\_  
(Signature date)

ATTEST:

\_\_\_\_\_  
(Signature)

By Bernadette Chattam, City Clerk  
(Typed Name/Title)

\_\_\_\_\_  
(Signature date)

ATTEST:

\_\_\_\_\_  
(Signature)

By Cindy Jackson, CFO  
(Typed Name/Title)

\_\_\_\_\_  
(Signature date)



## EXHIBIT A

### *SCOPE OF SERVICES*

The consultant scope of services shall include the following activities. The Consultant shall, as authorized, undertake the necessary analyses, applications and related activities to accomplish the following activities as it relates to the City of Dalton's CDBG-CV3 Rental Assistance Program:

1. Consultant will assist very low- to low-income families and individuals who are suffering a temporary financial setback due to the COVID-19 public health emergency and who need help with delinquent residential rent. The CDC adopted a temporary eviction moratorium in September 2020 and the Program may serve to assist renters who have been unable to pay rent during the moratorium period. Funding sources for the Program may be from Community Development Block Grant funds, including recently allocated federal CDBG-CV2 to support the Program's purpose.
2. Consultant will oversee rental assistance for tenants experiencing an unforeseen financial crisis and inability to pay rent due to a loss of income related to the COVID-19 public health emergency. The form of assistance will be a grant payable directly to the landlord through an agreement between the landlord and the City.
3. Consultant will maintain housing stability of Dalton residents by collecting and vetting Rental Assistance Applications to evaluate financial need; and ability to connect recipients to supportive services such as case management, financial planning and coaching; and special needs housing resources and providers.
4. Consultant will ensure the preservation of housing stability, applications will be accepted on a first-come, first-serve basis.
5. Consultant will prioritize those that are most in need, those applicants with the lowest income levels will receive priority over other eligible applicants.
6. Consultant may provide up to six (6) months of emergency rental assistance for qualifying families living within the city limits which shall be granted one time per household. Consultant shall

provide a rent reasonableness assessment based on Fair Market Rent (FMR) published by HUD determines the maximum subsidy for a family.

7. Consultant will comply with all applicant eligibility requirements to include:

A. Households must demonstrate an inability to meet rent obligations through documenting a loss of income and lack of assets available due to COVID-19. To qualify for assistance, applicants must meet the following criteria:

- Resident of incorporated City of Dalton
- Have a current residential lease agreement
- Tenant was current on rental payments prior to March 16, 2020 and in otherwise good standing with payment and terms of their lease.
- Total household income is not to exceed the Low-Income limits (80% of Area Median Income) established for City of Dalton, adjusted by household size. See table below for 2020 Maximum Income Limits, effective July 1, 2020:

**CDBG MAXIMUM HOUSEHOLD INCOME LIMITS [CITY OF DALTON, GEORGIA]**

**FY2020 Income Limits \*Effective July 1, 2020**

<b>Family/Household Size</b>	<b>Extremely Low 30%</b>	<b>Very Low Income 50%</b>	<b>Low Income 80%</b>
1	\$11,500	\$19,050	\$30,650
2	\$13,150	\$21,900	\$35,000
3	\$14,800	\$24,650	\$39,400
4	\$16,400	\$27,350	\$43,750
5	\$17,750	\$29,550	\$47,250
6	\$19,050	\$31,750	\$50,750
7	\$20,350	\$33,950	\$54,250

B. Household must document Substantial Decrease in Household Income is related to COVID-19 event such as a decrease or loss of employment, medical issues, out-of-pocket medical expenses, or school/childcare closures as evidenced by the following:

- Termination Notice
- Payroll Check or Pay Stubs
- Bank Statements
- Medical Bills
- Signed Letter from Employer explaining tenant'(s) changed financial circumstances
- Unemployment Award Letter
- Self-Certification of tenant's inability to pay the next month rent.

**C. Special Considerations**

The following tenants may be eligible to participate in the Program if they meet certain Requirements:

- Section 8 Tenants, whose rental rate is based on their household income may be eligible to participate in the program, up to the tenant's share of the rent.
- Tenants of a regulated affordable housing development.

**D. Ineligible Applicants**

The following tenants/landlords are ineligible to participate in the Program:

- Tenants that received assistance in another Rental Assistance Program since March 16, 2020;
- Tenants that are Immediate Relatives, through blood or marriage (i.e. Child, Parent, Sister, Brother, Grandparent, Aunt, Uncle) of the Landlord;
- Single owner-occupied residence, where the owner-occupant rents or leases a majority of the number of bedrooms or occupants of the residential unit.

**E. Program Assistance**

Rental relief assistance will be provided in an amount that is the lesser of:

- Tenant's actual rent
- Tenant's share of the contract rent
- Maximum affordable rent for the unit size, based on need. See table below for the maximum affordable rent by household size:

	Studio	1 Bedroom	2 Bedroom	3 Bedroom
Maximum Monthly Rent	\$542.00	\$604.00	\$724.00	\$996.00
Maximum Rent for 6 Months	\$3,252.00	\$3,624.00	\$4,344.00	\$5,976.00

\*Based on the HUD 2020 Fair Market Rent Limits

- Rental Differential Negotiation -- If the Tenant's rental rate exceeds the maximum affordable rent (rental differential) for the applicable unit size, then the following options must be completed and documented:
- Landlord must demonstrate to the City that the contract rental amount is necessary to pay all costs associated with renting the property,

**AND**

- Landlord and Tenant must come to an agreement on how much of the rental differential the Landlord will discount or the Tenant will pay prior to the City disbursing funds.

F. Grant funds will be disbursed directly to the Landlord.

G. Prior to the release of funds, the City must receive the following documents:

**From the Landlord**

- W-9 for the Landlord receiving rental payment,
- Signed affidavit affirming that the Landlord has not and will not receive payment for the same month(s) rent due for the same tenant from the tenant, any other rental assistance or mortgage assistance program, or any other source.

### **From the Tenant**

- Executed Rental Assistance Agreement that includes a signed affidavit affirming that the tenant is not receiving rent from any other sources (rental assistance programs, sub-lessees, roommates, etc.).

#### **H. Consultant will follow the Rental Assistance Program Process as outlined below:**

- Obtain completed Rental Assistance Program Application from tenant requesting grant funds.
- As necessary, circulate information of the availability of the Rental Assistance Program,
- Verify contents of Rental Assistance Program Tenant Applicants:
  - Identification of the Tenant Rental Assistance Program Applicant with the Lease Agreement provided,
  - Household Size and Income,
  - Most recent rental payment made immediately preceding March 16, 2020 using one of the following documents:
    - Cancelled Check
    - Bank Statement
    - Written verification from Landlord
  - Documented loss of income related to COVID-19,
  - Tenant affidavit confirming that tenant is not receiving rental payment funds from other source (e.g. sub-leases or other rental programs or charity)
- Verify Rental Assistance Program grant payment requirements with Landlord:
  - Validity of Lease Agreement between Landlord and Tenant
  - Landlord affidavit affirming the terms of the program
- Document outcome of the Rental Differential Negotiation in writing,
- Create summary document and provide summary with contents of Rental Assistance Program Application to the City of Dalton. City will issue Rental Assistance Program grant payment directly to Landlord,
- Create template letters to tenant applicants confirming or denying Rental Assistance Program grant payment to Landlord,
- Maintain Client files in systematic order as to withstand audit from City of Dalton CDBG-CV3 Program, City of Dalton's Independent Auditors, and HUD. These files will be reviewed for completeness before release of funds are made. Once final payment is made to the Landlord, the file will be remitted to the City of Dalton for grant record retention purposes.

## EXHIBIT B

### FEE SCHEDULE

FEE SCHEDULE	
MONTH BILLED	AMOUNT
FEBRUARY 2021	\$3,178.44
MARCH 2021	\$3,178.44
APRIL 2021	\$3,178.44
MAY 2021	\$3,178.44
JUNE 2021	\$3,178.44
JULY 2021	\$3,178.44
AUGUST 2021	\$3,178.44
SEPTEMBER 2021	\$3,178.44
OCTOBER 2021	\$3,178.44
NOVEMBER 2021	\$3,178.44
DECEMBER 2021	\$3,178.40
<b>TOTAL BILLED</b>	<b>\$34,962.84</b>



## CITY COUNCIL AGENDA REQUEST

<b>Meeting Type:</b>	Mayor & Council Meeting
<b>Meeting Date:</b>	1/19/21
<b>Agenda Item:</b>	Professional Services Agreement with Goodwyn Mills Cawood (GMC) for Civil Design Services on Multi-Use Field Project at Heritage Point
<b>Department:</b>	Public Works
<b>Requested By:</b>	Megan Elliott
<b>Reviewed/Approved by City Attorney?</b>	Yes
<b>Cost:</b>	\$289,550 (lump sum price) Plus Optional Awards
<b>Funding Source if Not in Budget</b>	2020 SPLOST

**Please Provide A Summary of Your Request, Including Background Information to Explain the Request:**

Using the survey performed by Lewis & Associates, a full civil site design package will be required to let this project to construction. The scope of the project includes: site grading, installation of two (2) regulation sized multi-purpose artificial turf fields, extension of Hale Bowen Drive, parking lot construction, internal sidewalk network, landscaping, protective netting between fields, perimeter fencing, scoreboard, field lighting, and a restroom building.

The civil site design package will be completed by Goodwyn Mills Cawood (GMC) at a cost not to exceed \$289,550 and will be funded from the 2020 SPLOST project account. The agreement will be structured so that award of Construction Materials Testing and Construction Administration items are optional to the City.

The Finance Department will create a charge account to fund this project.

**CITY OF DALTON  
PUBLIC WORKS DEPARTMENT**

**GENERAL PROFESSIONAL SERVICES AGREEMENT**

THIS GENERAL PROFESSIONAL SERVICES AGREEMENT is made and entered into on this 19 day of February, 20 21 by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and Goodwyn Mills Cawood (GMC), hereinafter referred to as "CONSULTANT".

WHEREAS, the CITY desires to engage the CONSULTANT to provide professional services; and,

WHEREAS, the CITY finds that the proposed Scope of Services and terms of this Contract are acceptable; and,

WHEREAS, the CONSULTANT desires to provide said services and agrees to do so for the compensation and upon the terms and conditions as hereinafter set forth,

WITNESSETH: That the parties hereto for the considerations hereinafter provided covenant and agree as follows:

1. EMPLOYMENT OF CONSULTANT: The CITY hereby engages the CONSULTANT and the CONSULTANT hereby agrees to perform the professional services hereinafter set forth.

2. PROJECT/SCOPE OF SERVICES: The CONSULTANT shall complete the project and perform the scope of services specified in the CITY's Request for Proposal which is included herein by reference and the specifications provided in the CONSULTANT's proposal attached hereto as Exhibit "A".

3. ADDITIONAL SERVICES: The CONSULTANT shall provide additional services, not specifically provided for in Exhibit "A", upon written request and authorization by the CITY.

a.) Construction Materials Testing: CONSULTANT shall provide Construction Materials Testing upon the written request of the CITY. The cost of said service shall be one percent (1%) of construction costs.

b.) Construction Administration: CONSULTANT shall provide construction administration services upon the written request of the City. The cost of said service shall be \$25,000.00



4. DATE OF COMMENCEMENT: The CONSULTANT shall commence work on the project on February 2, 20 21. If no date is provided, then the date of commencement shall be five days from execution of this Agreement.

5. DATE OF COMPLETION: The CONSULTANT shall complete the project on or before June 7, 20 21.

6. CONTRACT SUM: The CITY shall pay to CONSULTANT the total sum of \$289,550.00 Dollars for the complete performance of the project and terms of this Agreement. In addition, CITY shall pay to CONSULTANT for any authorized additional services performed at the rate or amount provided in the Compensation Schedule attached hereto as Exhibit "B".

7. CONTRACT PENALTY: The CONSULTANT shall pay to the CITY the amount of \$ 100.00 Dollars per calendar day for unexcused delay in completion of the project past the date of completion.

8. PAYMENT: The CITY shall pay the contract sum to CONSULTANT upon complete performance of the project and terms of this Agreement. CONSULTANT shall provide to CITY an Affidavit from the CONSULTANT stating the CONSULTANT has fully performed all terms of the Agreement. Final payment shall be made no later than 30 days after receipt of said Affidavit. Upon completion of any additional services, said additional services shall be paid within 30 days of receipt of invoice from CONSULTANT. Payment(s) shall be made via electronic funds transfer (EFT).

9. CITY COVENANTS: CITY covenants and agrees:

(a) to provide all available information, data, reports, records and maps to which CITY has possession or control which are necessary for CONSULTANT to perform the scope of services provided for herein;

(b) to provide reasonable assistance and cooperation to CONSULTANT in obtaining any information or documentation which are necessary for CONSULTANT to perform the scope of services provided for herein;

(c) to designate a representative authorized to act on the CITY's behalf with respect to the project. Unless otherwise provided, said CITY representative shall be the Director of Public Works;

(d) to permit access to the subject public property and obtain permission to access necessary private property for CONSULTANT to complete the scope of services;

(e) to provide reasonable assistance to CONSULTANT in applying for and obtaining any necessary Federal, State or local government permits for the scope of

services;

10. CONSULTANT COVENANTS: CONSULTANT covenants and agrees:

- (a) to perform the scope of services in a professional manner, using that degree of care and skill ordinarily exercised by consultants practicing in the same or similar field;
- (b) to use only employees and subcontractors qualified to complete the work with sufficient experience in same or substantially similar projects;
- (c) to use only properly licensed employees or subcontractors for any work requiring a specialty or professional license issued by the State of Georgia;
- (d) to designate a representative authorized to act on the CONSULTANT's behalf with respect to the project.
- (e) to use the subject property in a safe, careful and lawful manner;
- (f) to promptly report in writing to CITY any unsafe or defective condition of the subject property and any adverse site condition, which shall include but not be limited to limited access, extremely dense vegetation, subsurface conditions, damaged property, or existing utilities, that may adversely affect CONSULTANT's ability to complete the scope of services or other terms of this Agreement;
- (g) to promptly report in writing to CITY any damage to or injuries sustained on the subject property and to promptly repair any damage to the subject property which is made necessary by any act of CONSULTANT, its employees, agents, subcontractors, or invitees;
- (h) to keep the subject property in a clean and orderly condition and to remove any personal property of CONSULTANT upon completion of the project;
- (i) to perform all work on the project in a good and workmanlike manner, free from faults and defects, and in conformance with the terms of this Agreement;
- (j) to determine the appropriate method, details and means of performing the scope of services provided by this Agreement;
- (k) to exercise the ordinary standard of care in complying with the laws, codes, and regulations applicable to the CONSULTANT's services;
- (l) to exercise diligence and to complete delivery of the scope of services in a timely manner consistent with the exercise of due care;

- (m) to attend meetings to make presentations or to otherwise review the progress of the work as set out in the scope of services at the reasonable request of the CITY;
- (n) to prepare and submit to the CITY reports required by the scope of services or upon the written request of the CITY.

11. INDEMNITY: CONSULTANT shall indemnify CITY from and hold CITY harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or incurring by reason of CONSULTANT'S use and occupancy of the subject property or by the negligence, willful acts, or errors or omissions with respect to the performance of the professional services of CONSULTANT, its employees, agents, subcontractors, or invitees and from all expenses incurred by CITY as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of CITY or any of CITY's employees, agents or representatives acting on behalf of the CITY.

Additionally, pursuant to State law, CITY shall not indemnify or hold harmless CONSULTANT for any claims arising from the actions or omissions of CONSULTANT or any third party.

Additionally, CONSULTANT agrees that all personal property that may be at any time at the subject property shall be at CONSULTANT's sole risk or at the risk of those claiming through CONSULTANT and that CITY shall not be liable for any damage to or loss of such personal property except if arising from or caused by the sole fault or negligence of CITY.

12. INSURANCE: CONSULTANT agrees to carry at its own expense through the term of this Agreement the types and amounts of insurance required to maintain status as a Vendor of the City of Dalton or as provided herein below, whichever is greater. CONSULTANT shall provide CITY with copies or evidence of such insurance coverage prior to the commencement date of the Agreement. Such insurance policies in subsections (a), (b), and (c) below shall name CITY as an additional insured and shall be issued by such insurance companies and on such forms as may be approved by CITY. Said insurance shall include the following:

- (a) General Liability Coverage - General Liability policy with a minimum limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- (b) Workers' Compensation Coverage – Workers' Compensation policy with the following minimum limits:
  - (1) Workers' Compensation statutory limits;
  - (2) Employer's Liability:
    - a. Bodily Injury by Accident - \$100,000.00
    - b. Bodily Injury by Disease - \$500,000.00 policy limit
    - c. Bodily Injury by Disease - \$100,000.00 each employee.

CONSULTANT shall complete the Workers' Compensation Insurance Affidavit of the City of Dalton to determine if any exemption to Workers' Compensation Insurance is applicable.

- (c) Auto Liability Coverage – Auto Liability policy with a minimum of \$1,000,000.00 limit per occurrence for bodily injury and property damage, if motor vehicle is used in performance of scope of services. Comprehensive form covering all owned, non-owned, and hired vehicles.
- (d) Professional Services Errors & Omissions Coverage – Professional Services E&O policy with a minimum of \$1,000,000.00 per claim.

14. ASSIGNMENT: CONSULTANT may not assign all or any portion of the Agreement without the prior written permission of CITY.

15. SUBCONTRACTOR: The CONSULTANT shall provide written notice to CITY of CONSULTANT'S intent to use a subcontractor for any portion of the project. CITY shall be entitled to reject any subcontractor it deems not qualified to complete the project. Any subcontractor approved for work on the project shall abide by any and all terms of this Agreement.

16. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Agreement shall not be construed to be a waiver thereof, not affect the validity of any part of this Agreement or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Agreement shall be held to be a waiver of any other default and breach.

17. NOTICES: Any notice required or permitted to be given under this Agreement or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to CITY shall be mailed to: City of Dalton  
ATTN: City Administrator  
P.O. Box 1205  
Dalton, GA 30722-1205

Such notice to CONSULTANT shall be mailed to: Goodwyn Mills Cawood (GMC)  
6120 Powers Ferry Road NW  
Suite 350  
Atlanta, GA 30339

When so mailed, the notice shall be deemed to have been given as of third (3rd) day after the date it was mailed. The addresses may be changed by giving written notice thereof to the other

party.

18. **CONTRACT DOCUMENTS:** The Agreement shall include the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Addenda relating to bidding and proposal requirements, and any other written information provided by the CITY in anticipation of receiving bids or proposals, if any, except as specifically excluded herein, and the CONSULTANT'S bid or proposal. The terms of this Agreement shall supersede any terms in the above-referenced documents in direct conflict with the terms of this Agreement.

Additionally, the Contract Documents and all drawings, plans, specifications and other related construction or service related documents shall be the sole property of the CITY. The CONSULTANT shall be permitted to retain copies thereof for its records and for its future professional services.

Additionally, CITY shall be authorized to rely upon all documents, whether in hard copy or electronic format, provided by CONSULTANT. Any changes to the material terms of any document shall be clearly identified and noted to CITY.

19. **VENDOR:** CONSULTANT shall register and remain active as a Vendor of the CITY by completing the City of Dalton Vendor Packet and fully comply with any and all requirements of said Vendor during the term of this Agreement.

20. **TERMINATION OF CONTRACT:** In the event that CONSULTANT defaults or neglects to perform work on the project in accordance with the terms of this Agreement, CITY may terminate this Agreement by providing written notice of termination. Prior to termination of this Agreement for default, CITY shall provide written notice to CONSULTANT of any default and provide CONSULTANT ten (10) days to correct said default or deficiency,

21. **MISCELLANEOUS PROVISIONS:**

(a) **Governing Law; Venue.** This Agreement is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive jurisdiction and venue for any action arising out of this Agreement shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive any and all objections or defenses thereto.

(b) **Successors and Assigns.** This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. CONSULTANT shall not assign its rights or obligations under this Agreement without the prior written consent of the CITY.

(c) **Severability of Invalid Provisions.** If any provision of this Agreement shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

(d) Complete Agreement; Amendments. This Agreement constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.

(e) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.

(f) Time is of the Essence. Time is of the essence of this Agreement in each and all of its provisions.

(g) Attorney Fees. In the event the CITY must enforce the terms of this Agreement by filing a civil action against CONSULTANT, then CONSULTANT shall pay an amount equal to fifteen percent (15%) of the contract sum as attorney fees.

(h) Confidentiality. All information and documentation regarding the project and the CONSULTANT's services shall be maintained in confidence and shall not be disclosed to any third party by CONSULTANT, without CITY's written authorization, except as may be required by the Georgia Open Records Act. CONSULTANT shall promptly notify CITY of any third party request for said information or documentation prior to any disclosure. CITY agrees that the technical methods, design details, techniques and pricing data contained in any material submitted by CONSULTANT pertaining to this Agreement shall be considered confidential and proprietary, and shall not be disclosed to any third party, except as may be required by the Georgia Open Records Act.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

CONSULTANT:

CONSULTANT:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

CITY:

CITY OF DALTON, GEORGIA

By: \_\_\_\_\_

MAYOR

Attest: \_\_\_\_\_

CITY CLERK



**Goodwyn Mills Cawood**

6120 Powers Ferry Road NW  
Suite 350  
Atlanta, GA 30339

T (770) 952-2481  
F (770) 955-1064

www.gmcnetwork.com

January 4, 2021

Mr. Andrew Parker  
Director of Public Works  
City of Dalton  
300 W. Waugh Street  
Dalton, Ga 30722

RE: Northeast Community Complex Soccer Fields | Dalton, GA via: e-mail

Dear Andrew:

*Goodwyn Mills and Cawood, Inc (GMC)* appreciates the opportunity to submit a proposal for professional services for the proposed soccer field complex located in Dalton Georgia. We have prepared this proposal for your review and comment and we look forward to working with you throughout this project. This proposal will define the general scope of the work, our project team, and our proposed services along with the compensation structure therefore.

**A> PROJECT SCOPE:**

The proposed project is comprised of an existing 12.80-acre area located within a larger lot in an area that is unimproved or with minimal impervious surface. The basic scope will include the design of demolition, grading and drainage, erosion and sedimentation control, and the site civil permitting process as well as delineations of streams/wetlands and landscape architecture related to the proposed soccer field. The professional services that GMC will include in this proposal are: Civil Engineering, Environmental Services, Geotechnical Services, Electrical Engineering, Landscape Architecture, and Construction Administration.

**B> PROJECT TEAM:**

The following group of Design and Consulting Professionals are being proposed as the design team:

Civil Engineering:	Goodwyn, Mills, and Cawood, Inc.
Environmental Services:	Goodwyn, Mills, and Cawood, Inc.
Geotechnical Services:	Goodwyn, Mills, and Cawood, Inc.
Electrical Engineering:	Goodwyn, Mills, and Cawood, Inc.
Landscape Architecture:	Goodwyn, Mills, and Cawood, Inc.
Construction Administration:	Goodwyn, Mills, and Cawood, Inc.

**C> BASIC SERVICES:**

We have included comprehensive consulting services associated with the above-described project scope. Provided consulting services include the following:

- *Civil Engineering:* GMC will provide full-service Civil Engineering design services to include the following scope: general notes, demolition, detail grading with additional detailed “blow ups” as required, roadway profiles and cross sections, drainage with profiles (if any), any adjustments to existing drainage, erosion control/BMP’s, detailed drainage report and bid document preparation. Since the project site will include over an acre of disturbance an NPDES permit will be required. GMC will prepare the Stormwater Management Plan as per the Dalton-Whitfield Local Design Manual, the initial Notice of Intent (NOI) and the Construction Best Management Practices Plan (CBMPP) as required by the local issuing authority to receive a Land Disturbance Permit. Any fees related to NPDES permitting will be paid directly by the owner during construction, we will review site related shop drawings and respond to site related Requests for Information, attend a pre-con meeting, and perform a final inspection. GMC will prepare all construction drawings using Civil 3D and will circulate those documents to the owner and other consultants using the 2019 or earlier release. GMC will invoice the Owner monthly, based on percent complete.
- *Environmental Services:* DELINEATION OF WATERS OF THE U.S. GMC is prepared to conduct all fieldwork necessary to delineate, survey, and map jurisdictional areas located on the property (including streams and wetlands). The delineation will be conducted in accordance with the 1987



U.S. Army Corps of Engineers Wetland Delineation Manual and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Eastern Mountains and Piedmont Region. The “waters of the U.S.” including wetland areas will be surveyed with a mapping grade (sub meter) GPS system. This method of surveying is approved by the U.S. Army Corps of Engineers and does not require a certified stamp from a Licensed Professional Land Surveyor (PLS). U.S. ARMY CORPS OF ENGINEERS PERMITTING: It is currently anticipated that the development of the proposed site will minimize impacts in order to meet the requirements for coverage under a Nationwide Permit (NWP). Please note that if impacts exceed 0.5-acres of wetlands and/or greater than 300 linear feet of stream, an individual permit may be required. If this is the case GMC will submit a separate proposal. Below is a summary of the scope of work that will take place to obtain verification that the activities are covered by a NWP: Preparation of the Preconstruction Notification (PCN) for coverage under a NWP, Completion of the Savannah District Standard Operating Procedure (SOP) impact sheet to determine the required stream and wetland mitigation for the project, if necessary. Preliminary review of resources under the jurisdiction of the U.S. Fish and Wildlife Service (USFWS) and State Historic Preservation Office (SHPO), Present mitigation options to meet the requirements of compensatory mitigation for the project. GA EPD VARIANCE: The proposed project may require a variance for land disturbing activities within the state-mandated buffer from the EPD, per the Erosion and Sedimentation Act of 1975, as amended. Below is a summary of the scope of work that will take place to obtain the buffer variance: Providing documentation that the activity meets the requirements to qualify for a buffer variance. Preparation of the Buffer Variance application. Necessary revisions or changes based on EPD comments.

- *Geotechnical Services*: See “Attachment C” for the full geotechnical proposal. GMC will perform a geotechnical exploration and provide construction materials testing services for the proposed two (2) new soccer fields, new restroom building, parking area, and Hale Bowen Drive extension. All work will be performed under the direction of a Georgia registered professional engineer specializing in geotechnical engineering. Once the field and laboratory investigations are complete, we will provide you with a written report that will include the following:
  - A brief summary of our test procedures and the results of all field and laboratory testing.
  - A review of the site conditions and geologic setting.
  - A review of subsurface soil stratigraphy including the individual Boring Logs, Subsurface Diagram, and a Boring Location Plan.
  - Recommendations for site preparation, including anticipated undercut depths, excavation considerations, and construction of compacted fills.
  - Information regarding groundwater conditions.
  - Design and construction recommendations for foundations, including foundation bearing capacities and installation recommendations and bearing depths.
  - Minimum pavement sections for heavy duty and light duty asphaltic and/or concrete pavements including base and subgrade recommendations.
- *Electrical Engineering*: GMC will provide the design of the infrastructure for the utility services into the site. The design will include the required sports field lighting systems, the electrical requirements associated with the restroom building. The design will include the control system associated with the sports field lighting. The design will include the parking lighting including the control of the same. The parking lighting design will be to either meet the owner requirements or the requirements (foot-candle levels) as per the IES recommendations.
- *Landscape Architecture*: GMC will provide design for two (2) Soccer Fields for use by multiple age groups, protective netting, perimeter fencing, scoreboards, a restroom building, general landscaping, hardscape walkways for accessibility/connectivity and irrigation if warranted for parking lot and perimeter landscaping. Synthetic Turf selection and specifications for each item proposed. Specifications to be written to include a Certified Field Builder (CFB) for the base work/drainage layer and synthetic turf installation.
- *Construction Administration*: During this portion of the project GMC will provide Administration of the Contract for Construction. GMC will conduct regular jobsite meetings to facilitate the progress of the work and help maintain the design concept through construction. This portion of the project will include review of monthly pay applications, field reports, preparation of punch-list items and project close-out. Eight (8) hours per week are included through the course of the project to permit design meetings, contractor meetings, and site visits.





#### D> EXCLUDED SERVICES:

The following services are to be considered as specifically not included in this scope. Some of these items may be provided at a negotiated fee if desired by the Owner or as they become necessary for agency approval.

- Inspections/testing on existing infrastructure to ascertain its condition
- All fees and/or bonds required by jurisdictional agencies
- Ground-penetrating radar for identification of subsurface obstructions
- New 100-year flood determination
- Platting, subdividing and/or joining of parcels
- Rezoning of any property
- As-Built Services or Surveys
- Utility connection fees, impact fees, and/or tap fees or permit fees
- Traffic or Light Warrant Studies
- Structural designs
- Retaining wall designs
- Owner-requested changes following commencement of design efforts
- Construction survey staking/verification

#### E> COMPENSATION & FORM OF CONTRACT:

##### BASIC & SPECIAL SERVICES FEES:

We propose performing the work illustrated above under the "Scope of Services" sections in accordance with the following schedule. We calculate services in one of three manners:

- *Percentage of Construction (%C)* fees which are calculated as a fee percentage times the Construction Cost.
- *Lump Sum (LS)* fees are fixed fees.
- *Hourly (H)* fees are calculated hourly based on the number of hours charged to the project times the hourly rate for that employee (See GMC Hourly Rate Schedule, updated annually in July).
- *Unit Price (EA)* fees for unit-based services are invoiced on a per-unit basis.
- *Allowances (Allow)* are occasionally included for anticipated work that is not yet quantifiable.

	FEE CALCULATION			TYPE
BASIC SERVICES:	<b>Civil Engineering</b>		= \$109,000	LS
	<b>Environmental Services</b>			
	Delineation of Waters of The U.S.		= \$6,000	LS
	U.S. Army Corps of Engineers Permitting		= \$10,500	LS
	GA EPD Variance		= \$4,500	LS
	<b>Geotechnical Services</b>			
	Geotechnical Exploration		= \$8,250	LS
	Clearing		= \$1,800	LS
	Construction Materials Testing		= 1% of Construction Cost	LS
	<b>Electrical Engineering</b>		= \$24,500	LS
	<b>Landscape Architecture (Includes Architecture)</b>		= \$100,000	LS
	<b>Construction Administration</b>		= \$25,000	LS

##### REIMBURSABLE EXPENSES:

Reimbursable Expenses are project related expenses that accrue over the course of design and construction phases of the project. We do not consider telephone charges (including long distance), faxing, scanning, in-house small document copying, costs associated with e-mail correspondence or costs associated with



maintaining our CAD software and systems as reimbursable expenses. GMC will communicate to Dalton any excessive expense outside of the normal course of business. If an expense situation occurs GMC will seek approval from the City of Dalton and pass-on the expense at occurred cost. The following expenses are reimbursable, and will be invoiced monthly as incurred:

- Automobile Miles: Mileage incurred by our employees and associated with the project for the meetings specified in this proposal will be a reimbursable expense.
- Travel Expenses: Costs incurred by our employees associated with the project for out of town travel, such as meals, hotels, car rentals, and flights are considered Owner reimbursable expenses and will be billed monthly. GMC doesn't expect any out of town travel associated with this project for its employees and if the situation occurs where travel of this nature is necessary, GMC will request approval from the client in advance of said travel.
- Consultant Expenses: The reimbursable expenses of our Consultants are Owner reimbursable expenses and include travel expenses, printing costs for drawings transmitted to GMC, mileage, lodging, out-of-town meals, and similar project related charges. GMC shall request approval from the client in advance of incurring said expenses.

#### ADDITIONAL SERVICES:

Additional services are services outside of the scope noted herein, or services that were not anticipated at the writing of this agreement, or are special services requested by the Owner. Should additional Services be required during this project, we will notify the Owner prior to commencing said work. Unless negotiated to the contrary, approved Additional Services shall be calculated as follows:

- GMC In-house design/ administration: Per hourly rate schedule absent a pre-determined LS
- Design Consultants: 1.2 times the invoice amount submitted to GMC

#### F> HOURLY RATES AND CONTRACT TERMS:

Please see "Attachment A" for the current GMC Standard Rates and Fee Schedule, "Attachment B" for the GMC Standard Contract Provisions, and "Attachment C" for detailed Geotechnical Proposal, General Conditions, and Construction Testing Services. These attachments will be considered a part of this agreement.

We appreciate the opportunity to work with you over the course of this project, and trust our proposal is consistent with your expectations. Please feel free to contact me at your convenience to discuss the terms of this proposal and any questions or concerns you may have.

Sincerely:  
GOODWYN, MILLS AND CAWOOD, INC.

Jim Teel  
Regional VP Georgia

Accepted:  
City of Dalton

Andrew Parker, Director Public Works  
Date: \_\_\_\_\_



**ATTACHEMENT A**  
**Standard Rate and Fee Schedule**

Standard Hourly Rates

Principal (Architect/ Engineer/ Interior Designer/ Scientist)	\$ 250.00
Executive VP/ Senior VP	\$ 200.00
Vice President	\$ 190.00
Senior Professional (Architect, Engineer, Interior Design, Scientist)	\$ 190.00
Professional II (Architect, Engineer, Interior Design, Scientist)	\$ 175.00
Professional I (Architect, Engineer, Interior Design, Scientist)	\$ 150.00
Intern II (Architecture, Engineering, Interior Design, Environmental Sciences)	\$ 130.00
Intern I (Architecture, Engineering, Interior Design, Environmental Sciences)	\$ 110.00
Technical III (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW Acq., Field Tech.)	\$ 140.00
Technical II (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW Acq., Field Tech.)	\$ 110.00
Technical I (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW Acq., Field Tech.)	\$ 80.00
Executive Administrative Assistant	\$ 80.00
Administrative Assistant II	\$ 70.00
Administrative Assistant I	\$ 60.00
Surveying:	
Professional Land Surveyor	\$ 170.00
Field Crew Supervisor	\$ 150.00
Survey Crew (two-man survey crew)	\$ 135.00
Survey Crew (three-man survey crew)	\$ 180.00
Survey Crew (four-man survey crew)	\$ 210.00

Reimbursable Expenses

Travel Expenses	
Vehicle Transport	\$0.58 per mile
Travel/ Meals/ Lodging	Cost
Sub-Consultant/ Sub-Contractors	Cost
Sub-Consultant/Sub-Contractors reimbursable expenses	Cost
Printing & Shipping	
Out of house reprographic services	Cost plus twenty percent
In-House B&W reprographic services (small format)	\$0.09/ sheet (8.5 x 11)
	\$0.15/ sheet (11 x 17)
In-House Color reprographic services (small format)	\$0.09/ sheet (8.5 x 11)
	\$0.15/ sheet (11 x 17)
In-House B&W reprographic services (large format)	\$0.15/ sf
In-House Color reprographic services (large format)	\$0.20/ sf
GPS equipment	\$250.00 per day

**ATTACHMENT B**

**GOODWYN, MILLS & CAWOOD, INC.**

**STANDARD CONTRACT PROVISIONS**

**ASSIGNMENT**

Neither party to this Agreement shall assign, or transfer any rights under or interest in this Agreement without the prior written consent of the other party except that ENGINEER may retain sub-consultants as ENGINEER deems appropriate and ENGINEER may make a collateral assignment of this Agreement to its lenders.

**DISPUTE RESOLUTION**

OWNER and ENGINEER agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to this Agreement or breach thereof to mediation unless the parties mutually agree otherwise. Within fifteen (15) days of receipt by one party of notice of a dispute and demand for mediation from the other party, the parties shall jointly select a mediator and shall conduct mediation within (30) days of receipt by one party of notice of a dispute and demand for mediation from the other party. The cost of mediation shall be paid equally by both parties. In the event a mediator is not selected within the fifteen (15) day period or if mediation has not occurred within said thirty (30) day period (or at such other time as agreed to in writing by the parties), then the parties shall mediate such dispute in accordance with the Commercial Arbitration Rules and Mediation of the American Arbitration Association. The OWNER and the ENGINEER further agree to require a similar mediation provision in all agreements with independent contractors and consultants, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

**ALLOCATION OF RISKS - INDEMNIFICATION**

To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, employees and agents from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, agents and ENGINEER's services under this Agreement. The indemnification provision of the preceding sentence is subject to and limited by the provisions agreed to by OWNER and ENGINEER in "Allocation of Risks", if any.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants from any and all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused solely by OWNER, OWNER's officers, directors, partners, employees, agents and OWNER's consultants with respect to this Agreement or the Project.

If the OWNER requests drawings furnished by electronic media, the OWNER shall sign an agreement specifically excluding ENGINEER's liability from any use of such electronic media.

**STANDARD OF CARE**

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's service.

This Agreement is based on applicable laws, regulations, standards, and requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to OWNER's responsibilities or to ENGINEER's scope of services, times of performance, and compensation.

## FAILURE TO PAY

If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice, then amounts due ENGINEER will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until OWNER has paid in full all amounts due for services, expenses, and other related charges. OWNER waives any and all claims against ENGINEER for any such suspension.

## TERMINATION

The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty days of receipt thereof, provided however, that if the failure is of such a nature that it cannot be cured within said thirty (30) day period, no right to terminate shall exist so long as the correcting party is diligently and in good faith pursuing the correction of the failure. The OWNER shall within thirty (30) calendar days of termination pay the ENGINEER for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this Agreement.

## OPINIONS OF PROBABLE CONSTRUCTION COST

ENGINEER's opinions of probable construction cost are to be made on the basis of ENGINEER'S experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids or actual construction cost will not vary from opinions of probable construction cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable construction cost, OWNER shall employ an independent cost estimator.

## CONSTRUCTION PHASE SERVICES

Neither the professional activities of the ENGINEER, nor the presence of the ENGINEER or its employees, agents or sub-consultants at a construction site, shall relieve any contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents or for the failure of any person or entity to carry out the work in accordance with any contract documents. Notwithstanding any inspections by ENGINEER or its employees, agents or sub-consultants, ENGINEER shall have no liability for the failure of any person or entity to carry out any work in accordance with any contract documents.

## JOBSITE SAFETY

ENGINEER shall not at any time supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. The Engineer agrees to promptly notify the Client in writing of any observed defects or deficiencies in the Contractor's work.

The OWNER agrees that the Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the OWNER's agreement with the Contractor. The OWNER also agrees that the OWNER, the ENGINEER and the ENGINEER's consultants shall be indemnified and shall be made additional insureds under the Contractor's general liability insurance policy. The ENGINEER and his personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

## UNUSUAL OR CONCEALED PHYSICAL CONDITIONS

In the event ENGINEER encounters concealed or unknown conditions of an unusual nature, differing materially from those ordinarily encountered in similar work, the OWNER agrees the ENGINEER's scope of services, times of performance, and compensation shall be equitably adjusted.

## MISCELLANEOUS PROVISIONS:

- a. **Notice:** All notices, requests, demands, tenders and other communications required or permitted hereunder shall be made in writing and shall be deemed to be duly given if delivered in person or mailed certified mail, return receipt requested, to the addresses set forth. Either party hereto may change the address to which notices, requests, demands, tenders and other communications to such party shall be delivered or mailed by giving notice to the other party hereto in the manner herein provided.
- b. **Waiver:** Any term or condition of this Agreement may be waived at any time by the party which is entitled to the benefit thereof, but such waiver shall only be effective if evidenced by a writing signed by such party. A waiver on one occasion shall not be deemed to be a waiver of the same or any other breach on another occasion.
- c. **Amendments:** This Agreement may be amended or modified only by a writing signed by both of the parties hereto.
- d. **Successors and Assigns:** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- e. **Governing Law:** The validity and effect of this Agreement shall be governed, construed and enforced under the laws of the State of Georgia.
- f. **Entire Agreement:** This Agreement contains all of the terms agreed upon by the parties with respect to the subject matter hereof and there are no representations or understandings between the parties except as provided herein.
- g. **Section Headings:** Section headings contained in this Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this Agreement or of any term or provision hereof.
- h. **Time:** Time shall be of the essence in this Agreement.
- i. **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement.
- j. **Costs of Enforcement:** In the event that any party hereto defaults in the performance of its obligations hereunder, the non-defaulting party shall be entitled to recover from the defaulting party all fees, costs and expenses (including attorneys' fees and expenses) incurred in enforcing the provisions of this Agreement.
- k. **Construction of Agreement:** No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party hereto or thereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or dictated such provision.
- l. **No Third-Party Beneficiary:** This Agreement shall be binding upon, inure solely to the benefit of, and be enforceable by only the parties hereto, their respective successors and permitted assigns, and nothing in the Agreement, express or implied, is intended to or shall confer upon any person, other than the parties hereto, their respective successors and permitted assigns, any rights, remedies, obligations or liabilities of any nature whatsoever.



## ATTACHMENT C

Goodwyn Mills Cawood January 4, 2021

6120 Powers Ferry Rd NW  
Suite 350  
Atlanta, GA 30339

T (770) 952-2481  
F (770) 955-1064

www.gmcnetwork.com

**Proposal for Geotechnical Exploration and Construction Materials Testing  
Proposed Soccer Fields – Northeast Community Complex  
Dalton, Georgia  
GMC Proposal Number GPA-20-278GC**

Goodwyn, Mills and Cawood, Inc. (Geotechnical and Construction Services Division) is pleased to provide this proposal to perform a geotechnical exploration and provide construction materials testing services for the proposed two (2) new soccer fields, new restroom building, parking area, and Hale Bowen Drive extension at the Northeast Community Center in Dalton, Georgia. Portions of the proposed site is heavily wooded.

At the time of this proposal, we have been provided with the conceptual layout of the proposed construction; however, we have not been provided with any proposed grades or building structural loads. Maximum structural loads for the restroom building have been assumed to be less than 25 kips and 2 kips per foot for column and wall loads, respectively.

### 1.0 GEOTECHNICAL SCOPE OF SERVICES

#### **Field Exploration**

The table below summarizes the borings proposed by GMC for the exploration. The boring depths were selected by GMC and are shown in the table below.

Boring Location	Number of Borings	Boring Depths Below Existing Grade (feet)	Boring Footage (feet)
Soccer Fields	4	15	60
Restroom Building	1	15	15
Parking Area	4	10	40
Road Extension	3	10	30
Totals	12		145

***Based on the current site conditions, we have budgeted that the borings will be performed with an ATV-mounted drill rig since the majority of the site is currently wooded. We have also budgeted one (1) day of clearing with a dozer to provide access to the boring locations. A geotechnical professional will coordinate the clearing activities in the field.***

All borings will be advanced to the proposed termination depths or to refusal to drilling methods, whichever occurs first. No coring of the refusal material is proposed.



Split spoon sampling and standard penetration testing will be conducted at standard intervals in the borings. Each borehole will be backfilled with soil cuttings from the drilling process. A geotechnical professional will mark the boring locations in the field based on existing landmarks and features and coordinate all clearing activities. The groundwater levels will be recorded at the time of drilling.

#### **Laboratory Testing**

A geotechnical engineer will visually classify soil samples obtained from the drilling process. Selected soil samples will be retained for a limited amount of laboratory testing. These tests may include Atterberg limit determinations, grain size determinations, and natural moisture contents. A standard Proctor and CBR test will be performed for use in the pavement design of the roadway extension.

#### **Reporting**

All work will be performed under the direction of a Georgia registered professional engineer specializing in geotechnical engineering. Once the field and laboratory investigations are complete, we will provide you with a written report that will include the following:

- A brief summary of our test procedures and the results of all field and laboratory testing.
- A review of the site conditions and geologic setting.
- A review of subsurface soil stratigraphy including the individual Boring Logs, Subsurface Diagram, and a Boring Location Plan.
- Recommendations for site preparation, including anticipated undercut depths, excavation considerations, and construction of compacted fills.
- Information regarding groundwater conditions.
- Design and construction recommendations for foundations, including foundation bearing capacities and installation recommendations and bearing depths.
- Minimum pavement sections for heavy duty and light duty asphaltic and/or concrete pavements including base and subgrade recommendations.

#### **Information/Services to be Provided by Client**

It is assumed that the following information and services will be provided by the Client or its representatives:

- Designate a person in writing to act as their representative, with respect to the services rendered in this proposal.
- Obtain rights-of-entry, permits, easements, landowner permission, or other access authorization required to perform the services described in this proposal, including clearing access to the boring locations. It should be noted that GMC is not responsible for site restoration of the access paths cleared by the dozer.
- Roadway buildup of the existing Hale Bowen Drive if possible.

#### **Compensation**

Based on the above scope of services, our fee will be as follows:

##### **Geotechnical Exploration:**

Field Exploration (layout borings, coordinate clearing).....	\$ 4,250
Laboratory Testing .....	\$ 1,350
Reporting and Analysis .....	\$ 2,650
Total .....	\$ 8,250

##### **Additional Services:**

Clearing with Dozer (1 days @ \$1,800/day) .....	\$1,800
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### **Schedule**

Georgia state law requires a 72-hour notice for underground utilities to be located prior to drilling. We can begin our fieldwork in about 1 to 2 weeks of receiving authorization. We anticipate the boring layout and field exploration to take 2 days. Laboratory testing will take about 1 week to complete. We will provide a written report within 3 weeks upon the completion of drilling. Preliminary design information can be provided to the design team as it becomes available.

## **2.0 CONSTRUCTION MATERIALS TESTING SCOPE OF SERVICES**

We propose to provide qualified engineering technicians to perform the requested services. Since no plans, schedule, or specifications are complete at the time of this proposal, we have provided the following scope and fee based on our experience with other similar projects:

### **Earthwork / Soils**

- Proofroll the site to verify that unstable soils have been identified and removed or repaired in-place.
- Conduct laboratory Proctor tests on proposed engineered fill soils.
- Continuous observation of fill placement activities for conformance with the project geotechnical report.
- Perform in-place density testing of fill materials to verify the percent compaction/in-place dry density is in compliance with the project geotechnical report.

### **Shallow Foundations**

- Observations and testing by Dynamic Cone Penetrometer of soils at footing bearing level to verify that the soils encountered are satisfactory for the allowable design pressure recommended.
- Observations and documentation of reinforcing steel.

### **Concrete**

- Review concrete batch tickets to observe compliance with the approved mix design(s).
  - Observe reinforcing steel prior to concrete placement to confirm bar size, grade of steel, lap splices, clearances, support methods, and cleanliness.
  - Check anchor bolts installed in prior to and during concrete placement. GMC does not verify the correction location "layout" of anchor bolts or other embedded items.
  - Concrete curing will only be verified for compressive strength samples made by GMC.
  - If extreme weather conditions are apparent, document that hot or cold weather concrete protective measures for general conformance to ACI 305 and 306 are followed.
  - Observe concrete placement to verify proper application procedures.
  - Sample and test plastic concrete to include mix temperature, slump tests, air content, and unit weight (when applicable) when cylinders are made.
  - Make and cure concrete cylinder test specimens (4"x8") for compressive strength testing per specifications (1 at 7 days, 3 at 28-days, and one reserve).
  - After initial curing, return test specimens to our laboratory for final moist curing, compressive strength testing and report of concrete cylinder test specimens.
- \* Note – It is not the responsibility of GMC to verify formwork for specific location, size, or shape or verify finish grade elevations.



### **Structural Steel**

- Review of welder certifications and procedure certifications.
- Observe mill test reports and piece markings on structural members, high-strength bolts and nuts, and welding electrodes to observe conformance with the project drawings and specifications.
- Perform visual observation of the welded connections. Fillet welds shall be observed for proper size and length.
- Observation of high strength bolts for compliance with project drawings and specifications.
- Observe steel framing and bracing to observe conformance with the project structural drawings.
- Observe metal decking materials for type and gauge compliance with project specifications.
- Provide documentation of field observations and notify the appropriate personnel of deficiencies.
- Perform the following periodic/continuous observations as related to on-site structural steel erection and welded connections.
  - \* Continuous observation of following welded connections
  - \* Complete and partial penetration groove welds
  - \* Multi-pass fillet welds
  - \* Single pass fillet welds exceeding 5/16 inches

### **Masonry**

Observations will be performed on a periodic basis unless otherwise noted.

- Verify proportions of site prepared mortar and grout.
- Verify the general construction of mortar joints.
- Verify the size and type of masonry elements.
- Verify the type and size of anchors including details of anchorage of masonry to structural members, frames, or other construction. GMC does not verify the correction location or elevation “layout” of anchors or other embedded items.
- Verify the size, grade, and type of reinforcement.
- Verify the protection of masonry during hot and cold weather.
- Verify grout space is clean prior to grouting.
- Verify grout placement complies with code and construction document provisions (continuous).
- Observe preparation of grout specimens, mortar specimens, and/or prisms.

### **Pavement Subgrade and Aggregate Base Course Testing**

- Proofroll the proposed parking and drive areas to verify that unstable soils have been identified and removed or repaired in-place prior to the placement of base material.
- Perform laboratory compaction tests of base materials to determine their moisture content versus dry density relationship and grain size analysis.
- Perform a lime series to confirm percentage of lime for pavement sections if utilized.
- Observe and perform field density testing of base materials as required by the project specifications.
- Sample and test plastic concrete to include mix temperature, slump tests, air content, and unit weight (when applicable) when cylinders are made.
- Make and cure concrete cylinder test specimens (4"x8") for compressive strength testing per specifications (1 at 7 days, 3 at 28-days, and one reserve).

### **Asphalt Quality Control**

- Review Job Mix Formula data for proposed bituminous pavement materials.

### **Understanding Construction Materials Testing**

Construction Materials Testing (CMT) services are performed to help provide the project's contractors, designers, owners and local code officials some indication of the level of compliance obtained by the installing contractors with the



project specifications. These services are provided at periodic intervals which typically are defined by the project specifications and on some occasions by the applicable building code. Test locations for most materials, i.e. soils, concrete and fireproofing, are generally based upon random selection; as such not all materials incorporated into a construction project are tested or observed.

Obviously the greater the testing frequency, the greater the confidence level that the test results are representative of other untested areas, however, no amount of testing can assure 100% compliance. Testing and observation services provided by GMC do not relieve the installing contractors from their obligation to install all materials in accordance with the applicable project plans and specifications. GMC makes reasonable effort to test in accordance with the applicable project requirements and to identify areas of materials that may not comply with the project specifications. However, due to the periodic and random nature of our testing, we cannot guarantee that all materials have been installed in accordance with the specifications.

The responsibility to correct or remediate non-complying conditions, even non-complying conditions discovered after testing or during subsequent phases of construction remains solely with the installing contractors. It is understood that our firm will not be responsible for job or site safety on this project. Job site safety will be the sole responsibility of others.

#### **Communication / Schedule**

Daily reports of all inspection and test results will be submitted to the designated parties specified by you and the project specifications. Type-written reports will be submitted to you stating whether the work requiring testing/inspection was, to the best of the technician/inspector's knowledge, in conformance with the approved plans and specifications.

We anticipate our services will be needed on a full-time basis unless the Contractor's schedule and level of testing and inspection dictates otherwise. The appropriate contractor or owner representative should contact our office to provide the appropriate level of staffing to meet the project requirements. All scheduling requests must be made 24-hours in advance so that the proper personnel may be scheduled for the required inspection task.

#### **Cost Estimate**

We will invoice monthly on a unit rate basis for the portion of work completed per the unit fees shown on the attached Schedule of Fees. Because no construction plans or schedule is available at this time, **we recommend that a budget for testing and inspection services be budgeted at 1% of the total construction cost. Please note that our services and cost are highly dependent upon the contractors' schedule and weather.** GMC requests that we be given an opportunity to modify our estimate if we feel the above cost will be exceeded due to factors beyond our control such as weather or the contractor's schedule.

\* \* \* \*

We appreciate the opportunity to propose these services to you on this phase of the project. If you have any questions pertaining to this proposal, please do not hesitate to call.

Sincerely,

**Goodwyn, Mills and Cawood, Inc.**

Kevin W. Wales, PE

Executive Vice President

Geotechnical and Construction Services Division



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**AUTHORIZATION**

**Proposal for Geotechnical Exploration and Construction Materials Testing  
Proposed Soccer Fields – Northeast Community Complex  
Dalton, Georgia  
GMC Proposal Number GPA-20-278GC**

If this proposal is acceptable, please sign in the space provided to formalize the agreement. We note that the attached General Conditions are a part of this proposal.

Agreed To\* This \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_



**GOODWYN, MILLS AND CAWOOD, INC.  
GEOTECHNICAL & CONSTRUCTION SERVICES  
GENERAL CONDITIONS**

1. **PARTIES AND SCOPE OF WORK:** Goodwyn, Mills and Cawood Inc. (hereinafter referred to as "GMC") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific geotechnical, analytical, testing or other service to be performed by GMC as set forth in GMC's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by GMC. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client are adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of GMC's work. GMC shall have no duty or obligation to any third party greater than that set forth in GMC's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from GMC, or the reliance on any of GMC's work, shall constitute acceptance of the terms of GMC's proposal and these General Conditions regardless of the terms of any subsequently issued document. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or GMC. GMC's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against GMC because of this Agreement or the performance or nonperformance of services hereunder. The Client and GMC agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.
2. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by GMC or others to be timely and properly performed in accordance with the plans, specifications and contract documents and GMC's recommendations.
3. **SCHEDULING OF WORK:** The services set forth in GMC's proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner by GMC personnel at the prices quoted. If GMC is required to delay commencement of the work or if, upon embarking upon its works, GMC is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by the Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of GMC, additional charges will be applicable and payable by Client.
4. **RIGHT OF ENTRY:** Client will arrange and provide such right of entry to the site as is necessary for GMC to perform the work. It is understood by client that in the normal course of work, some damage may occur. GMC shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment; however, GMC has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires GMC to restore the site to its former condition, upon written request GMC will perform such additional work as is necessary to do so and Client agrees to pay to GMC for the cost, as agreed to by Engineer and Client.
5. **CLIENT'S DUTY TO NOTIFY ENGINEER:** client represents and warrants that it has advised GMC of any known or suspected hazardous materials, utility lines and pollutants at any site at which GMC is to do work hereunder, and unless GMC has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits.
6. **HAZARDOUS MATERIALS:** Nothing contained within this agreement shall be construed or interpreted as requiring GMC to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.
7. **RESPONSIBILITY:** GMC's work shall not include determining, supervising, or implementing the means, methods, techniques, sequences or procedures of construction. GMC shall not be responsible for evaluating, reporting, or affecting job conditions concerning health, safety, or welfare. GMC's work or failure to perform same shall not in any way excuse any contractor, subcontractor, or supplier from performance or its work in accordance with the contract documents. GMC has no right or duty to stop the contractor's work. The Engineer agrees to promptly notify the Client in writing of any observed defects or deficiencies in the Contractor's work.
8. **SAMPLE DISPOSAL:** Unless otherwise agreed to in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after GMC's report delivery, unless a written request has been submitted by the Client stating otherwise.



9. **PAYMENT:** Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. GMC shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein GMC waives any rights to a mechanics' lien, or any provision conditioning GMC's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that GMC shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of GMC from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.
10. **TERMINATION:** This Agreement may be terminated by either party upon seven (7) days' prior written notice. In the event of termination, Client shall compensate GMC for all services performed up to and including the termination date, including reimbursable expenses.
11. **SEVERABILITY:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event of any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
12. **SAFETY:** Should GMC provide periodic observations or monitoring services at the job site during construction, Client agrees that, in accordance with generally accepted construction practices, the Contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the Contractor's procedures conducted by GMC is not intended to include review of the adequacy of the Contractor's safety measures in, on, adjacent to, or near the construction site, such duties are not within consultant's scope of work.
13. **SITE EVENTS:** If such are within GMC's scope of work, Client agrees that GMC will not be expected to make exhaustive or continuous onsite inspections but that periodic observations appropriate to the construction stage shall be performed. It is further agreed that GMC will not assume responsibility for the Contractor's means, method, techniques, sequences, or procedures of construction, and it is understood that field services provided by GMC will not relieve the Contractor of his responsibilities for performing the work in accordance with the plans and specifications. The Engineer agrees to promptly notify the Client in writing of any observed defects or deficiencies in the Contractor's work. The words "supervision", "inspection", or "control" may be conveniently used to mean periodic observation of the work and the conduction of tests by GMC to verify substantial compliance with the plans, specifications, and design concepts. Continuous "inspection" by our employees does not mean that GMC is observing placement of all materials. Full-time inspection means that an employee of GMC has been assigned for eight-hour days during regular business hours.
14. **ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.





**SCHEDULE OF FEES**  
**CONSTRUCTION TESTING SERVICES**

**Laboratory Testing**

Standard Proctor, ASTM D698/AASHTO T99, per test.....	\$ 125.00
Modified Proctor, ASTM D1557/AASHTO T180, per test.....	\$ 150.00
Atterberg Limits Testing, ASTM D4318, per test.....	\$ 90.00
Grain Size Analysis (without Hydrometer), ASTM D422/AASHTO T88, per test.....	\$ 90.00
Grain Size Analysis by Hydrometer, ASTM D422/AASHTO T88, per test.....	\$ 175.00
Percent Finer than No. 200 Sieve, ASTM D1140, per test.....	\$ 75.00
Moisture Content, ASTM D2216, per test.....	\$ 10.00
Permeability Test, ASTM D5084, per test.....	\$ 450.00
Triaxial Shear Test (CU w/ pore pressure), ASTM D4767, per test.....	\$ 950.00
Triaxial Shear Test (UU), ASTM D2850, per test.....	\$ 450.00
Consolidation Test, ASTM D2435, per test.....	\$ 475.00
Resilient Modulus, AASHTO T-307, per test.....	\$ 500.00
Compressive Strength Testing of Concrete Cylinder, each.....	\$ 12.00
Compressive Strength Testing of Masonry Grout Prism, each.....	\$ 20.00
Sample Preparation or Remolding, per sample.....	\$ 75.00
Dipstick, per day.....	\$ 250.00

**Personnel**

Staff Professional, per hour .....	\$ 120.00
Project Manager, per hour .....	\$ 150.00
Project Engineer, P.E., per hour .....	\$ 165.00
Senior Engineer, P.E., per hour.....	\$ 200.00
Special Inspector, per hour.....	\$ 120.00
Laboratory Technician, per hour.....	\$ 75.00
Senior Engineering Technician, per hour* .....	\$ 65.00
Engineering Technician, per hour* .....	\$ 55.00
Structural Steel Inspector, CWI, per hour* .....	\$ 105.00
Word Processing, per hour* .....	\$ 50.00

**Other**

Mileage, company truck or personal vehicle, per mile.....	\$ 0.55
Per Diem, per man, per day.....	\$ 150.00
Equipment Charge, testing equipment and vehicle, per day.....	\$ 50.00
Subcontractor mark-up, job related.....	Cost

\*Overtime Premium (in excess of 8 hours/day or on weekends and holidays)

Monday - Friday and Saturday .....

Hourly rate x 1.5

Technician Overtime Premium (for work on Holidays and Sunday) .....

Hourly rate x 2.0

**Notes:**

- Charges for engineering and technical personnel will be made for time spent in the field, in engineering analysis, in preparation of reports, and in travel portal to portal from our office. For scheduling requests received without sufficient notice as stated within the GMC proposal, services will be staffed with available personnel at the associated unit rates.
- A minimum per trip charge of 4 hours applies for field testing services and 8 hours for on-site time greater than 4 hours. A minimum charge of 3 hours per trip applies to sample pick up services.
- A minimum of 1/2 hour per day will be invoiced for Project Manager/Engineer review time and 1/2 hour per day will be invoiced for report preparation or word processing. Project setup charge of 3 hours of Project Management time will be charged at the beginning of the project.
- Rates are effective through the completion of the project or December 31, 2021, unless otherwise agreed upon.
- GMC will communicate to Dalton any excessive expense outside of the normal course of business. If an expense situation occurs GMC will seek approval from the City of Dalton and pass-on the expense at occurred cost.



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 01/19/2021

**Agenda Item:** Professional Services Agreement with Terracon Consultants, Inc. for Hazardous Material Surveys at 915 Brookwood Drive and 310 W. Waugh Street

**Department:** Public Works

**Requested By:** Andrew Parker

**Reviewed/Approved by City Attorney?** Yes

**Cost:** \$7,100 Each Location (\$14,200 total)

**Funding Source if Not in Budget** 2015 SPLOST – SP 179 – Brookwood Drive Flood Storage Project  
and  
2015 SPLOST – SP 171 – Prater Alley Drainage Basin Project

**Please Provide A Summary of Your Request, Including Background Information to Explain the Request:**

This professional services agreement provides for hazardous material surveys to be completed at the above-referenced locations in preparation for structure demolitions. In order to obtain a demolition permit for each site, the environmental survey must be completed to identify potential asbestos containing materials, lead paint, mercury-containing equipment, polychlorinated biphenyls (PCBs), chlorofluorocarbons (CFCs), hydrochlorofluorocarbons (HCFCs), and hydraulic lubricants. If any of these materials are identified in the survey, proper abatement of the materials must occur prior to demolition. The funding sources for these surveys are their respective 2015 SPLOST accounts shown above.



**CITY OF DALTON  
PUBLIC WORKS DEPARTMENT**

**GENERAL PROFESSIONAL SERVICES AGREEMENT**

THIS GENERAL PROFESSIONAL SERVICES AGREEMENT is made and entered into on this 19 day of January, 2021 by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and Terracon Consultants, Inc. (Terracon), hereinafter referred to as "CONSULTANT".

WHEREAS, the CITY desires to engage the CONSULTANT to provide professional services; and,

WHEREAS, the CITY finds that the proposed Scope of Services and terms of this Contract are acceptable; and,

WHEREAS, the CONSULTANT desires to provide said services and agrees to do so for the compensation and upon the terms and conditions as hereinafter set forth,

WITNESSETH: That the parties hereto for the considerations hereinafter provided covenant and agree as follows:

1. EMPLOYMENT OF CONSULTANT: The CITY hereby engages the CONSULTANT and the CONSULTANT hereby agrees to perform the professional services hereinafter set forth.

2. PROJECT/SCOPE OF SERVICES: The CONSULTANT shall complete the project and perform the scope of services specified in the CITY's Request for Proposal which is included herein by reference and the specifications provided in the CONSULTANT's proposal attached hereto as Exhibit "A".

3. ADDITIONAL SERVICES: The CONSULTANT shall provide additional services, not specifically provided for in Exhibit "A", upon written request and authorization by the CITY.

4. DATE OF COMMENCEMENT: The CONSULTANT shall commence work on the project on January 25, 2021. If no date is provided, then the date of commencement shall be five days from execution of this Agreement.

5. DATE OF COMPLETION: The CONSULTANT shall complete the project on or before March 5, 2021.

6. CONTRACT SUM: The CITY shall pay to CONSULTANT the total sum of \$ 7,100 each location (\$14,200 total for both sites; 915 Brookwood Drive and 310 W. Waugh Street) Dollars for the complete performance of the project and terms of this Agreement.

7. PAYMENT: The CITY shall pay the contract sum to CONSULTANT upon complete performance of the project and terms of this Agreement. CONSULTANT shall provide to CITY an Affidavit from the CONSULTANT stating the CONSULTANT has fully performed all terms of the Agreement. Final payment shall be made no later than 30 days after receipt of said Affidavit. Upon completion of any additional services, said additional services shall be paid within 30 days of receipt of invoice from CONSULTANT. Payment(s) shall be made via electronic funds transfer (EFT).

8. CITY COVENANTS: CITY covenants and agrees:

(a) to provide all available information, data, reports, records and maps to which CITY has possession or control which are necessary for CONSULTANT to perform the scope of services provided for herein;

(b) to provide reasonable assistance and cooperation to CONSULTANT in obtaining any information or documentation which are necessary for CONSULTANT to perform the scope of services provided for herein;

(c) to designate a representative authorized to act on the CITY's behalf with respect to the project. Unless otherwise provided, said CITY representative shall be the Director of Public Works;

(d) to permit access to the subject public property and obtain permission to access necessary private property for CONSULTANT to complete the scope of services;

(e) to provide reasonable assistance to CONSULTANT in applying for and obtaining any necessary Federal, State or local government permits for the scope of services;

9. CONSULTANT COVENANTS: CONSULTANT covenants and agrees:

(a) to perform the scope of services in a professional manner, using that degree of care and skill ordinarily exercised by consultants practicing in the same or similar field;

(b) to use only employees and subcontractors qualified to complete the work with sufficient experience in same or substantially similar projects;

(c) to use only properly licensed employees or subcontractors for any work requiring

a specialty or professional license issued by the State of Georgia;

- (d) to designate a representative authorized to act on the CONSULTANT's behalf with respect to the project.
- (e) to use the subject property in a safe, careful and lawful manner;
- (f) to promptly report in writing to CITY any unsafe or defective condition of the subject property and any adverse site condition, which shall include but not be limited to limited access, extremely dense vegetation, subsurface conditions, damaged property, or existing utilities, that may adversely affect CONSULTANT's ability to complete the scope of services or other terms of this Agreement;
- (g) to promptly report in writing to CITY any damage to or injuries sustained on the subject property and to promptly repair any damage to the subject property which is made necessary by any act of CONSULTANT, its employees, agents, subcontractors, or invitees;
- (h) to keep the subject property in a clean and orderly condition and to remove any personal property of CONSULTANT upon completion of the project;
- (i) to perform all work on the project in a good and workmanlike manner and in conformance with the terms of this Agreement;
- (j) to determine the appropriate method, details and means of performing the scope of services provided by this Agreement;
- (k) to exercise the ordinary standard of care in complying with the laws, codes, and regulations applicable to the CONSULTANT's services;
- (l) to exercise diligence and to complete delivery of the scope of services in a timely manner consistent with the exercise of due care;
- (m) to attend meetings to make presentations or to otherwise review the progress of the work as set out in the scope of services at the reasonable request of the CITY;
- (n) to prepare and submit to the CITY reports required by the scope of services or upon the written request of the CITY.

10. INDEMNITY: CONSULTANT shall indemnify CITY from and hold CITY harmless against all claims, demands and judgments for loss, damage or injury to person or property, to the extent resulting from the negligence, willful acts, with respect to the performance of the professional services of CONSULTANT, its employees, agents, subcontractors, or invitees and from all expenses incurred by CITY as a result thereof including, without limitation,

reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the fault or negligence of CITY or any of CITY's employees, agents or representatives acting on behalf of the CITY.

Additionally, pursuant to State law, CITY shall not indemnify or hold harmless CONSULTANT for any claims arising from the actions or omissions of CONSULTANT or any third party.

Additionally, CONSULTANT agrees that all personal property that may be at any time at the subject property shall be at CONSULTANT's sole risk or at the risk of those claiming through CONSULTANT and that CITY shall not be liable for any damage to or loss of such personal property except if arising from or caused by the fault or negligence of CITY.

11. INSURANCE: CONSULTANT agrees to carry at its own expense through the term of this Agreement the types and amounts of insurance required to maintain status as a Vendor of the City of Dalton or as provided herein below, whichever is greater. CONSULTANT shall provide CITY with copies or evidence of such insurance coverage prior to the commencement date of the Agreement. Such insurance policies, except Professional Liability, shall name CITY as an additional insured and shall be issued by such insurance companies and on such forms as may be approved by CITY. Said insurance shall include the following:

(a) General Liability Coverage - General Liability policy with a minimum limit of \$1,000,000.00 per occurrence for bodily injury and property damage.

(b) Workers' Compensation Coverage – Workers' Compensation policy with the following minimum limits:

(1) Workers' Compensation statutory limits;

(2) Employer's Liability:

a. Bodily Injury by Accident - \$100,000.00

b. Bodily Injury by Disease - \$500,000.00 policy limit

c. Bodily Injury by Disease - \$100,000.00 each employee.

CONSULTANT shall complete the Workers' Compensation Insurance Affidavit of the City of Dalton to determine if any exemption to Workers' Compensation Insurance is applicable.

(c) Auto Liability Coverage – Auto Liability policy with a minimum of \$1,000,000.00 limit per occurrence for bodily injury and property damage, if motor vehicle is used in performance of scope of services. Comprehensive form covering all owned, non-owned, and hired vehicles.

(d) Professional Services Errors & Omissions Coverage – Professional Services E&O policy with a minimum of \$1,000,000.00 per claim.

12. ASSIGNMENT: CONSULTANT may not assign all or any portion of the

Agreement without the prior written permission of CITY.

13. SUBCONTRACTOR: The CONSULTANT shall provide written notice to CITY of CONSULTANT'S intent to use a subcontractor for any portion of the project. CITY shall be entitled to reject any subcontractor it deems not qualified to complete the project. Any subcontractor approved for work on the project shall abide by any and all terms of this Agreement.

14. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Agreement shall not be construed to be a waiver thereof, not affect the validity of any part of this Agreement or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Agreement shall be held to be a waiver of any other default and breach.

15. NOTICES: Any notice required or permitted to be given under this Agreement or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to CITY shall be mailed to: City of Dalton  
ATTN: City Administrator  
P.O. Box 1205  
Dalton, GA 30722-1205

Such notice to CONSULTANT shall be mailed to: Terracon Consultants, Inc.  
51 Lost Mound Dr.  
Chattanooga, TN 37406

When so mailed, the notice shall be deemed to have been given as of third (3rd) day after the date it was mailed. The addresses may be changed by giving written notice thereof to the other party.

16. CONTRACT DOCUMENTS: The Agreement shall include the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Addenda relating to bidding and proposal requirements, and any other written information provided by the CITY in anticipation of receiving bids or proposals, if any, except as specifically excluded herein, and the CONSULTANT'S bid or proposal. The terms of this Agreement shall supersede any terms in the above-referenced documents in direct conflict with the terms of this Agreement.

Additionally, the Contract Documents and all drawings, plans, specifications and other related construction or service related documents shall be the sole property of the CITY. The CONSULTANT shall be permitted to retain copies thereof for its records and for its future

professional services. CONSULTANT is not liable for unauthorized reuse or modification of its work product.

Additionally, CITY shall be authorized to rely upon all documents, whether in hard copy or electronic format, provided by CONSULTANT. Any changes to the material terms of any document shall be clearly identified and noted to CITY.

17. VENDOR: CONSULTANT shall register and remain active as a Vendor of the CITY by completing the City of Dalton Vendor Packet and fully comply with any and all requirements of said Vendor during the term of this Agreement.

18. TERMINATION OF CONTRACT: In the event that CONSULTANT defaults or neglects to perform work on the project in accordance with the terms of this Agreement, CITY may terminate this Agreement by providing written notice of termination. Prior to termination of this Agreement for default, CITY shall provide written notice to CONSULTANT of any default and provide CONSULTANT ten (10) days to correct said default or deficiency,

19. MISCELLANEOUS PROVISIONS:

(a) Governing Law; Venue. This Agreement is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive jurisdiction and venue for any action arising out of this Agreement shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive any and all objections or defenses thereto.

(b) Successors and Assigns. This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. CONSULTANT shall not assign its rights or obligations under this Agreement without the prior written consent of the CITY.

(c) Severability of Invalid Provisions. If any provision of this Agreement shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

(d) Complete Agreement; Amendments. This Agreement constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.

(e) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.

(f) Time is of the Essence. Time is of the essence of this Agreement in each and all of its provisions. Notwithstanding the foregoing, CONSULTANT shall provide the services on an as-requested basis with scheduling by the CITY.

(g) Confidentiality. All information and documentation regarding the project and the CONSULTANT's services shall be maintained in confidence and shall not be disclosed to any third party by CONSULTANT, without CITY's written authorization, except as may be required by the Georgia Open Records Act. CONSULTANT shall promptly notify CITY of any third party request for said information or documentation prior to any disclosure. CITY agrees that the technical methods, design details, techniques and pricing data contained in any material submitted by CONSULTANT pertaining to this Agreement shall be considered confidential and proprietary, and shall not be disclosed to any third party, except as may be required by the Georgia Open Records Act. Nothing in this Agreement shall prevent CONSULTANT from complying with a court order or subpoena. During the term of this Agreement, Consultant shall promptly notify City of receipt of any court order or subpoena for information and documentation regarding the project.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

CONSULTANT:

CONSULTANT:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

CITY:

CITY OF DALTON, GEORGIA

By: \_\_\_\_\_  
MAYOR

Attest: \_\_\_\_\_  
CITY CLERK

***Exhibit A – Terracon Proposals for:***

***915 Brookwood Drive  
and  
310 W. Waugh Street***



December 18, 2020  
Revised January 11, 2021

Mr. P. Andrew Parker, P.E.  
Public Works Director  
City of Dalton, GA  
PO Box 1205  
Dalton, GA 30722-1205

Telephone: 706-278-7077  
E-mail: [aparker@daltonga.gov](mailto:aparker@daltonga.gov)

Re: Hazardous Material Survey  
Residential Style Structure and Carport for Demolition  
915 Brookwood Drive  
Dalton, Whitfield County, Georgia  
Terracon Proposal No.: PE2207225

Dear Mr. Parker:

Terracon Consultants, Inc. (Terracon) is pleased to submit this proposal to conduct a hazardous material survey at the above-referenced location. This proposal also includes our scope of services and cost estimate for a pre- and post- abatement site visit if asbestos containing building material (ACM) is identified during the hazardous material survey.

## A. PROJECT INFORMATION

We understand that the City of Dalton is preparing to demolish the residential style structure and associated carport located at 915 Brookwood Drive (site). The site consists of a single-story structure on 0.47 acres of land identified by Whitfield County parcel number 12-258-01-084. The site has a 2,256 square foot brick veneer single family residential dwelling on a masonry foundation and an asphalt shingled roof. The dwelling was constructed in 1958. The site also has a 420 square foot detached metal carport structure constructed in 2013. At the time of this proposal, Terracon has not conducted a site visit; therefore, we are unaware of interior finishes and the number of renovations, if any. If this is not accurate, or if you have additional useful information, please inform us as soon as possible.



## **Hazardous Material Survey**

Residential Dwelling and Carport ■ Dalton, Whitfield County, Georgia  
915 Brookwood Drive ■ Terracon Proposal No. PE2207225



## **B. SCOPE OF SERVICES**

We understand the purpose of the hazardous material survey is to identify and quantify asbestos-containing materials (ACM), to identify lead-containing paint, and to make visual observations of other hazardous materials present in the structures prior to demolition. The scope of services will also include a pre- and post- abatement site visit if ACM is identified during the hazardous material survey.

### **Commitment to Safety *IIF***

Terracon has a commitment to the safety of all its employees. As such, and in accordance with our Incident and Injury Free® safety culture, Terracon will develop a safety plan to be used by our personnel during field services. Prior to commencement of on-site activities, Terracon will hold a meeting to review health and safety needs for this specific project. At this time, we anticipate two people to perform the fieldwork.

### **Demolition Asbestos Survey**

An Asbestos Hazard Emergency Response Act (AHERA) trained building inspector will conduct the asbestos survey as required by US Environmental Protection Agency (USEPA) regulation 40 CFR Part 61, National Emissions Standards for Hazardous Air Pollutants (NESHAP). Terracon will conduct a visual assessment of the structures to identify suspect ACM such as thermal system insulation, surfacing materials, and miscellaneous materials (e.g., floor tiles). Suspect materials will be physically assessed for friability and evidence of damage or degradation. Samples of suspect ACM will be collected for laboratory analysis. Terracon anticipates collecting up to 60 bulk samples. Bulk sample collection will be conducted in general accordance with the sampling protocols outlined in USEPA 40 CFR 763.86.

The samples will be submitted to a laboratory accredited by the National Voluntary Laboratory Accreditation Program (NVLAP) for asbestos analysis by visual estimation using polarized light microscopy (PLM). Sample collection will result in some isolated damage to building materials; however, attempts will be made to limit such damage to the extent necessary for sample collection. Terracon will not be responsible for repair or touch-up of sample locations. Reasonable efforts to access suspect materials within known areas of restricted access (e.g., crawl spaces) will be made provided these areas are not determined to be permit-required confined spaces, or to pose a health or safety risk to Terracon personnel.

Roofing materials will be sampled during this survey. The Client must agree to defend and hold Terracon harmless from subsequent liability and damages that may result from sampling of the roof. Terracon will apply temporary patching to roof sample locations.

## **Hazardous Material Survey**

Residential Dwelling and Carport ■ Dalton, Whitfield County, Georgia  
915 Brookwood Drive ■ Terracon Proposal No. PE2207225



### **Limited Paint Chip Sampling**

In conjunction with the asbestos survey, Terracon will collect representative paint-chip samples from painted substrates to identify the presence and the concentration of lead paint, if any. Terracon's limited paint-chip sampling is not anticipated to exceed 20 total samples. A laboratory accredited by the American Industrial Hygiene Association (AIHA) Environmental Lead Proficiency Analytical Testing (ELPAT) will analyze the samples by Flame Atomic Absorption under method SW846-7420. The samples will be analyzed within a 10-day turnaround time. The limited lead paint testing will be conducted to meet informational needs to comply with the OSHA Lead in Construction Standard (29 CFR 1926.62) and will not be sufficient to make a hazardous waste determination for disposal purposes. Terracon is not responsible for painting the sample location areas to match the existing color.

### **Visual Hazardous Materials Assessment**

As part of the scope of services, Terracon will also perform an inventory of other hazardous and regulated materials potentially located in the structures that may be impacted by demolition activities. The objective of this assessment will be to attempt to identify materials which could be regulated by governmental agencies or cause a potential exposure risk to the renovation/demolition contractor. This assessment will consist of a visual survey of accessible areas by qualified Terracon personnel. Our services do not include testing of the suspect hazardous materials identified. These miscellaneous hazardous or regulated materials may include: mercury-containing equipment, polychlorinated biphenyls (PCBs) in electrical insulating fluid, batteries, high intensity discharge (HID) lamps, tritium exit signs, chlorofluorocarbons (CFCs) and hydrochlorofluorocarbons (HCFCs), stored chemicals, and hydraulic and hydrocarbon lubricants in equipment with moving parts.

### **Pre- and Post- Site Abatement Site Visits**

If ACM or other hazardous materials are identified during the hazardous material survey, Terracon will provide remediation oversight services.

### **Additional Services - Construction Administration**

Should it be required, Terracon can provide construction administration services during the abatement process on an "as needed" basis. Terracon can assist in obtaining qualified abatement contractor bids. Construction administration may include: assisting your office with conducting a pre-bid meeting; pre-construction meeting; periodic inspections during the abatement process; and a final inspection upon completion of the abatement process. Terracon assumes that the abatement contractor will be responsible for air monitoring, if required. Terracon can also provide pre- and post-job submittal review and comment.

### **Schedule**

The above scope of services may begin approximately two weeks following receipt of the executed City of Dalton Public Works Professional Services Agreement. Field work and sampling activities are anticipated to be completed in 1 day. Laboratory analytical results will be available approximately

## Hazardous Material Survey

Residential Dwelling and Carport ■ Dalton, Whitfield County, Georgia  
915 Brookwood Drive ■ Terracon Proposal No. PE2207225



10 business days following receipt by the analytical laboratory. Expedited turn-around of lab results can be provided for an additional fee. The final hazardous material survey report should be available within two weeks following receipt of laboratory analytical data. Terracon can provide project construction administration services (pre- and post- abatement site visits) on a mutually agreed schedule.

## Conditions

Items to be provided by the Client include:

- The legal right-of-entry to conduct the survey.
- A building management representative during inspections if building is occupied.
- Any restrictions or special access requirements regarding the site shall be made known to Terracon prior to site mobilization. Client will provide, if available, building plans in AutoCAD format.
- Any known environmental conditions at the site (i.e., hazardous materials or processes, specialized protective equipment requirements, unsound structural members, etc.) shall also be communicated to Terracon prior to site mobilization.

## Report

Terracon will prepare a written report describing the sampling methodology and the results of the survey. The report will describe the number, type and location of building material samples collected, the analytical results, and the condition of materials identified as ACM and lead paint. Terracon will also quantify and provide the condition of ACM. No drawings depicting the location and extent of ACM, lead paint, hazardous materials or estimates of ACM/hazardous materials removal costs will be provided unless specifically requested in advance by the Client and may incur additional fees. Unless otherwise instructed, a PDF copy of the hazardous material report will be submitted to the Client.

## *Final Abatement Report*

At the completion of the project, Terracon will prepare a final report, which summarizes the contractor's activities and the removal of asbestos-containing materials.

## Reliance

The pre- demolition hazardous materials survey report will be prepared for the exclusive use of and reliance by the City of Dalton. Reliance by any other party is prohibited without the written authorization of the Client and Terracon.

If the Client is aware of additional parties that will require reliance on the report, the names, addresses and relationship of these parties should be provided for Terracon approval prior to the

## Hazardous Material Survey

Residential Dwelling and Carport ■ Dalton, Whitfield County, Georgia  
915 Brookwood Drive ■ Terracon Proposal No. PE2207225



time of authorization to proceed. Terracon will grant reliance on the report to those approved parties upon receipt of a fully executed Reliance Agreement (available upon request). If, in the future, the Client and Terracon consent to reliance on the report by a third party, Terracon will grant reliance upon receipt of a fully executed Reliance Agreement and receipt of an additional fee of \$250.00 per relying party.

### C. COMPENSATION

TASKS	FEE	Authorized by Client Yes / No
Asbestos Survey (assumes 1 day field work, up to 60 ACM samples, standard 5-day analysis)	\$2,425.00 <sup>1</sup>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Limited Paint Sampling (assumes up to 20 paint chip samples, standard 10-day analysis)	\$2,425.00 <sup>1</sup>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Visual Hazardous Materials Assessment (conducted in conjunction with Asbestos Survey and Limited Paint Sampling)	\$500.00 <sup>1</sup>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Pre – and Post - Abatement Site Visit	\$500.00/each	<input type="checkbox"/> Yes <input type="checkbox"/> No
Final Abatement Report	\$750.00	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Lump Sum Total</b>	<b>\$7,100.00</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No

<sup>1</sup> Fee assumes a single mobilization and access to all areas of the structure.

Additional samples of suspect ACM or lead paint, if required and authorized by the Client, will be invoiced at \$15.00 each. Asbestos point count analysis is not included in this fee. If point count analysis is required or deemed necessary, Terracon will discuss with the Client prior to proceeding. The cost of point count analysis, if requested and authorized, will be billed at \$35/sample. If conditions are encountered at the site which requires significant changes in the scope of services or a significant increase in the anticipated number of samples which will increase the cost of the survey, you will be contacted for discussion and approval of such changes before we proceed.

If this scope of services meets with your approval, work may be initiated by returning an original copy of the attached City of Dalton Public Works Professional Services Agreement to our Chattanooga office. Project initiation may be expedited by emailing a copy of the signed City of Dalton Public Works Professional Services Agreement to [Brian.Watson@terracon.com](mailto:Brian.Watson@terracon.com).

The terms, conditions and limitations stated in this proposal shall constitute the exclusive terms and conditions and services to be performed for this project, except as may be provided by the City of Dalton Public Works Professional Services Agreement. This proposal is valid only if authorized within sixty (60) days from the proposal date. We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you have any questions or comments regarding this proposal or require additional services, please contact us.

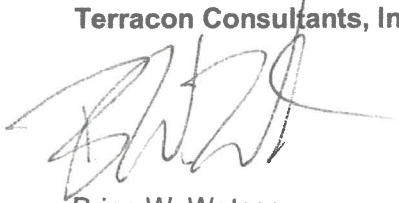
**Hazardous Material Survey**

Residential Dwelling and Carport ■ Dalton, Whitfield County, Georgia  
915 Brookwood Drive ■ Terracon Proposal No. PE2207225

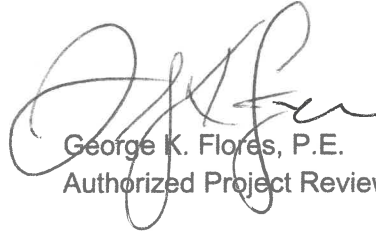
**Terracon**

Sincerely,

**Terracon Consultants, Inc.**



Brian W. Watson  
Senior Environmental Scientist



George K. Flores, P.E.  
Authorized Project Reviewer

Attachments: City of Dalton Public Works Professional Services Agreement  
Roof Sampling Authorization

## ROOF SAMPLING AUTHORIZATION

Terracon Consultants, Inc. has been requested by the building owner, to sample the currently installed roofing materials for determination of the presence of asbestos containing materials. The sampling and analysis is being conducted for informational purposes.

As part of the sampling procedure, it may be necessary for Terracon to cut into the roofing materials and remove the materials down to the roof deck or underlying substrate. Terracon will repair the roof by applying temporary patching at the sample locations. The Client, building owner and occupants should understand that sampling of the roofing materials by cutting into these materials may void roof warranties that may be currently in effect. Terracon's patches are only temporary in nature and we recommend that the sample locations be permanently patched by a qualified roofing contractor and/or by a roofing contractor approved by the current warranty holder. Terracon will not be responsible for leaks or damage as a result of the sample locations not being permanently patched.

Your acknowledgement of the proposed sampling is requested below.

- ☐ I have read the above and will allow sampling of the roofing materials.
- ☐ I have read the above and will not allow sampling of the roofing materials.

---

Building Name or Address

---

Building Owner Name / Entity

---

Printed Name of Authorized Person

---

Signature of Authorized Person

---

Date

December 18, 2020  
Revised January 11, 2021

Mr. P. Andrew Parker, P.E.  
Public Works Director  
City of Dalton, GA  
PO Box 1205  
Dalton, GA 30722-1205

Telephone: 706-278-7077  
E-mail: [aparker@daltonga.gov](mailto:aparker@daltonga.gov)

Re: Hazardous Material Survey  
Residential Style Structure used as Office Building for Demolition  
310 W. Waugh Street  
Dalton, Whitfield County, Georgia  
Terracon Proposal No.: PE2207226

Dear Mr. Parker:

Terracon Consultants, Inc. (Terracon) is pleased to submit this proposal to conduct a hazardous material survey at the above-referenced location. This proposal also includes our scope of services and cost estimate for a pre- and post- abatement site visit if asbestos containing building material (ACM) is identified during the hazardous material survey.

## A. PROJECT INFORMATION

We understand that the City of Dalton is preparing to demolish the residential style structure used as a commercial office building located at 310 W. Waugh Street (site). The site consists of a two-story structure on 0.28 acres of land identified by Whitfield County parcel number 12-219-39-001. The site has a 3,769 square foot wood framed structure with aluminum siding and an asphalt shingled roof. According to the Whitfield County Tax Assessor's office, the structure was constructed in 1930 with an effective year-built date of 1970. At the time of this proposal, Terracon has not conducted a site visit; therefore, we are unaware of interior finishes and the number of renovations, if any. If this is not accurate, or if you have additional useful information, please inform us as soon as possible.





## Hazardous Material Survey

Residential Dwelling used as an Office ■ Dalton, Whitfield County, Georgia  
310 W. Waugh Street ■ Terracon Proposal No. PE2207226



## B. SCOPE OF SERVICES

We understand the purpose of the hazardous material survey is to identify and quantify asbestos-containing materials (ACM), to identify lead-containing paint, and to make visual observations of other hazardous materials present in the structures prior to demolition. The scope of services will also include a pre- and post- abatement site visit if ACM is identified during the hazardous material survey.

### **Commitment to Safety *IIF***

Terracon has a commitment to the safety of all its employees. As such, and in accordance with our Incident and Injury Free® safety culture, Terracon will develop a safety plan to be used by our personnel during field services. Prior to commencement of on-site activities, Terracon will hold a meeting to review health and safety needs for this specific project. At this time, we anticipate two people to perform the fieldwork.

### **Demolition Asbestos Survey**

An Asbestos Hazard Emergency Response Act (AHERA) trained building inspector will conduct the asbestos survey as required by US Environmental Protection Agency (USEPA) regulation 40 CFR Part 61, National Emissions Standards for Hazardous Air Pollutants (NESHAP). Terracon will conduct a visual assessment of the structure to identify suspect ACM such as thermal system insulation, surfacing materials, and miscellaneous materials (e.g., floor tiles). Suspect materials will be physically assessed for friability and evidence of damage or degradation. Samples of suspect ACM will be collected for laboratory analysis. Terracon anticipates collecting up to 60 bulk samples. Bulk sample collection will be conducted in general accordance with the sampling protocols outlined in USEPA 40 CFR 763.86.

The samples will be submitted to a laboratory accredited by the National Voluntary Laboratory Accreditation Program (NVLAP) for asbestos analysis by visual estimation using polarized light microscopy (PLM). Sample collection will result in some isolated damage to building materials; however, attempts will be made to limit such damage to the extent necessary for sample collection. Terracon will not be responsible for repair or touch-up of sample locations. Reasonable efforts to access suspect materials within known areas of restricted access (e.g., crawl spaces) will be made provided these areas are not determined to be permit-required confined spaces, or to pose a health or safety risk to Terracon personnel.

Roofing materials will be sampled during this survey. The Client must agree to defend and hold Terracon harmless from subsequent liability and damages that may result from sampling of the roof. Terracon will apply temporary patching to roof sample locations.

## **Hazardous Material Survey**

Residential Dwelling used as an Office ■ Dalton, Whitfield County, Georgia  
310 W. Waugh Street ■ Terracon Proposal No. PE2207226



### **Limited Paint Chip Sampling**

In conjunction with the asbestos survey, Terracon will collect representative paint-chip samples from painted substrates to identify the presence and the concentration of lead paint, if any. Terracon's limited paint-chip sampling is not anticipated to exceed 20 total samples. A laboratory accredited by the American Industrial Hygiene Association (AIHA) Environmental Lead Proficiency Analytical Testing (ELPAT) will analyze the samples by Flame Atomic Absorption under method SW846-7420. The samples will be analyzed within a 10-day turnaround time. The limited lead paint testing will be conducted to meet informational needs to comply with the OSHA Lead in Construction Standard (29 CFR 1926.62) and will not be sufficient to make a hazardous waste determination for disposal purposes. Terracon is not responsible for painting the sample location areas to match the existing color.

### **Visual Hazardous Materials Assessment**

As part of the scope of services, Terracon will also perform an inventory of other hazardous and regulated materials potentially located in the structure that may be impacted by demolition activities. The objective of this assessment will be to attempt to identify materials which could be regulated by governmental agencies or cause a potential exposure risk to the renovation/demolition contractor. This assessment will consist of a visual survey of accessible areas by qualified Terracon personnel. Our services do not include testing of the suspect hazardous materials identified. These miscellaneous hazardous or regulated materials may include: mercury-containing equipment, polychlorinated biphenyls (PCBs) in electrical insulating fluid, batteries, high intensity discharge (HID) lamps, tritium exit signs, chlorofluorocarbons (CFCs) and hydrochlorofluorocarbons (HCFCs), stored chemicals, and hydraulic and hydrocarbon lubricants in equipment with moving parts.

### **Pre- and Post- Site Abatement Site Visits**

If ACM or other hazardous materials are identified during the hazardous material survey, Terracon will provide remediation oversight services.

### **Additional Services - Construction Administration**

Should it be required, Terracon can provide construction administration services during the abatement process on an "as needed" basis. Terracon can assist in obtaining qualified abatement contractor bids. Construction administration may include: assisting your office with conducting a pre-bid meeting; pre-construction meeting; periodic inspections during the abatement process; and a final inspection upon completion of the abatement process. Terracon assumes that the abatement contractor will be responsible for air monitoring, if required. Terracon can also provide pre- and post-job submittal review and comment.

### **Schedule**

The above scope of services may begin approximately two weeks following receipt of the executed City of Dalton Public Works Professional Services Agreement. Field work and sampling activities are anticipated to be completed in 1 day. Laboratory analytical results will be available approximately

## Hazardous Material Survey

Residential Dwelling used as an Office ■ Dalton, Whitfield County, Georgia  
310 W. Waugh Street ■ Terracon Proposal No. PE2207226



10 business days following receipt by the analytical laboratory. Expedited turn-around of lab results can be provided for an additional fee. The final hazardous material survey report should be available within two weeks following receipt of laboratory analytical data. Terracon can provide project construction administration services (pre- and post- abatement site visits) on a mutually agreed schedule.

## Conditions

Items to be provided by the Client include:

- The legal right-of-entry to conduct the survey.
- A building management representative during inspections if building is occupied.
- Any restrictions or special access requirements regarding the site shall be made known to Terracon prior to site mobilization. Client will provide, if available, building plans in AutoCAD format.
- Any known environmental conditions at the site (i.e., hazardous materials or processes, specialized protective equipment requirements, unsound structural members, etc.) shall also be communicated to Terracon prior to site mobilization.

## Report

Terracon will prepare a written report describing the sampling methodology and the results of the survey. The report will describe the number, type and location of building material samples collected, the analytical results, and the condition of materials identified as ACM and lead paint. Terracon will also quantify and provide the condition of ACM. No drawings depicting the location and extent of ACM, lead paint, hazardous materials or estimates of ACM/hazardous materials removal costs will be provided unless specifically requested in advance by the Client and may incur additional fees. Unless otherwise instructed, a PDF copy of the hazardous material report will be submitted to the Client.

## *Final Abatement Report*

At the completion of the project, Terracon will prepare a final report, which summarizes the contractor's activities and the removal of asbestos-containing materials.

## Reliance

The pre- demolition hazardous materials survey report will be prepared for the exclusive use of and reliance by the City of Dalton. Reliance by any other party is prohibited without the written authorization of the Client and Terracon.

If the Client is aware of additional parties that will require reliance on the report, the names, addresses and relationship of these parties should be provided for Terracon approval prior to the

## Hazardous Material Survey

Residential Dwelling used as an Office ■ Dalton, Whitfield County, Georgia  
310 W. Waugh Street ■ Terracon Proposal No. PE2207226



time of authorization to proceed. Terracon will grant reliance on the report to those approved parties upon receipt of a fully executed Reliance Agreement (available upon request). If, in the future, the Client and Terracon consent to reliance on the report by a third party, Terracon will grant reliance upon receipt of a fully executed Reliance Agreement and receipt of an additional fee of \$250.00 per relying party.

## C. COMPENSATION

TASKS	FEE	Authorized by Client Yes / No
Asbestos Survey (assumes 1 day field work, up to 60 ACM samples, standard 5-day analysis)	\$2,425.00 <sup>1</sup>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Limited Paint Sampling (assumes up to 20 paint chip samples, standard 10-day analysis)	\$2,425.00 <sup>1</sup>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Visual Hazardous Materials Assessment (conducted in conjunction with Asbestos Survey and Limited Paint Sampling)	\$500.00 <sup>1</sup>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Pre – and Post - Abatement Site Visit	\$500.00/each	<input type="checkbox"/> Yes <input type="checkbox"/> No
Final Abatement Report	\$750.00	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Lump Sum Total</b>	<b>\$7,100.00</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No

<sup>1</sup> Fee assumes a single mobilization and access to all areas of the structure.

Additional samples of suspect ACM or lead paint, if required and authorized by the Client, will be invoiced at \$15.00 each. Asbestos point count analysis is not included in this fee. If point count analysis is required or deemed necessary, Terracon will discuss with the Client prior to proceeding. The cost of point count analysis, if requested and authorized, will be billed at \$35/sample. If conditions are encountered at the site which requires significant changes in the scope of services or a significant increase in the anticipated number of samples which will increase the cost of the survey, you will be contacted for discussion and approval of such changes before we proceed.

If this scope of services meets with your approval, work may be initiated by returning an original copy of the attached City of Dalton Public Works Professional Services Agreement to our Chattanooga office. Project initiation may be expedited by emailing a copy of the signed City of Dalton Public Works Professional Services Agreement to [Brian.Watson@terracon.com](mailto:Brian.Watson@terracon.com).

The terms, conditions and limitations stated in this proposal shall constitute the exclusive terms and conditions and services to be performed for this project, except as may be provided by the City of Dalton Public Works Professional Services Agreement. This proposal is valid only if authorized within sixty (60) days from the proposal date. We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you have any questions or comments regarding this proposal or require additional services, please contact us.

**Hazardous Material Survey**

Residential Dwelling used as an Office ■ Dalton, Whitfield County, Georgia  
310 W. Waugh Street ■ Terracon Proposal No. PE2207226



Sincerely,

**Terracon Consultants, Inc.**

A handwritten signature in black ink, appearing to read "BW Watson", written over a light gray grid background.

Brian W. Watson  
Senior Environmental Scientist

A handwritten signature in black ink, appearing to read "George K. Flores", written over a light gray grid background.

George K. Flores, P.E.  
Authorized Project Reviewer

Attachments: City of Dalton Public Works Professional Services Agreement  
Roof Sampling Authorization

## ROOF SAMPLING AUTHORIZATION

Terracon Consultants, Inc. has been requested by the building owner, to sample the currently installed roofing materials for determination of the presence of asbestos containing materials. The sampling and analysis is being conducted for informational purposes.

As part of the sampling procedure, it may be necessary for Terracon to cut into the roofing materials and remove the materials down to the roof deck or underlying substrate. Terracon will repair the roof by applying temporary patching at the sample locations. The Client, building owner and occupants should understand that sampling of the roofing materials by cutting into these materials may void roof warranties that may be currently in effect. Terracon's patches are only temporary in nature and we recommend that the sample locations be permanently patched by a qualified roofing contractor and/or by a roofing contractor approved by the current warranty holder. Terracon will not be responsible for leaks or damage as a result of the sample locations not being permanently patched.

Your acknowledgement of the proposed sampling is requested below.

- ☐ I have read the above and will allow sampling of the roofing materials.
- ☐ I have read the above and will not allow sampling of the roofing materials.

---

Building Name or Address

---

Building Owner Name / Entity

---

Printed Name of Authorized Person

---

Signature of Authorized Person

---

Date



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 1-19-21

**Agenda Item:** Board Commission and Authority Appointments

**Department:** Administration

**Requested By:** Jason Parker

**Reviewed/Approved by City Attorney?** N/A

**Cost:** N/A

**Funding Source if Not in Budget** N/A

**Please Provide A Summary of Your Request, Including Background Information to Explain the Request:**

Appointments for the individuals and terms as listed.

Type	Appointment	Appointee	Term	Expiration
Library	Board	Ware, Adam	3 Year	12/31/2023
Housing	Authority	Gruner, America	5 Year	12/31/2025