



**MAYOR AND COUNCIL MEETING  
MONDAY, MARCH 15, 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 March 1, 2021

**Unfinished Business:**

- [2.](#) Second Reading - Ordinance 21-02 Updating Article VI "Franchise Fees" Of Chapter 118 "Utilities" Of The City Code

**New Business:**

- [3.](#) Resolution 21-04 - A Resoulution Of The Mayor And City Council Of The City Of Dalton, Georgia, Authorizing A Substantial Amendment To The 2020 Action Plan And 2019 Annual Action Plan Under The Community Development Block Grant (CDBG) Program.
- [4.](#) Leonard Brothers Construction Change Order #1 for Restroom Facilities at Brookwood Park
- [5.](#) Professional Services Agreement with Lewis & Associates Land Surveying, LLC for the City of Dalton Aquatic Center
- [6.](#) Professional Services Agreement with Geo-Hydro Engineers, Inc. for the City of Dalton Aquatic Center
- [7.](#) Professional Services Agreement with KSi Structural Engineers, LLC for City Owned Parking Deck
- [8.](#) Professional Services Agreement with Goodwyn Mills Cawood (GMC) for Civil Design Services for Market Street

**Supplemental Business**

**Announcements**

**Adjournment**

THE CITY OF DALTON  
MAYOR AND COUNCIL MINUTES  
MARCH 1, 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 City Administrator Jason Parker. Council member Gary Crews was absent.

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.

PUBLIC COMMENTARY

There were no public comments.

APPROVAL OF AGENDA

On the motion of Council member Goodlett, second Council member Harlan, the Mayor and Council approved the agenda of March 1, 2021. The vote was unanimous in favor.

MINUTES

The Mayor and Council reviewed the Regular Meeting Minutes of February 15, 2021. On the motion of Council member Harlan, second Council member Waugh, the minutes were approved. The vote was unanimous in favor.

SECOND READING - ORDINANCE 21-01 UPDATING ARTICLE VI (NUISANCES) OF CHAPTER 50 OF THE CITY CODE

On the motion of Council member Harlan, second Council member Waugh, the Mayor and Council adopted Ordinance 21-01. An Ordinance Of The City Of Dalton To Amend Article VI “Nuisances” Of Chapter 50 “Environment” Of The Revised Code Of Ordinances Of 2001 Of The City Of Dalton By Amending Section 50-179 To Provide For Collection Of The Costs Of Abatement; By Amending Section 50-180 To Provide For Examples Of Nuisances; By Adding Section 50-183 To Provide For The Revocation Of City Licenses; By Adding Section 50-184 To Provide For Summary Abatement Of Nuisances; By Adding Section 50-185 To Provide For The Emergency Abatement Of Nuisances; By Adding Section 50-186 To Provide For Powers Of The Chief Of Police; To Provide An Effective Date; To Repeal All Ordinances Conflicting Therewith; To Provide For Severability; And For Other Purposes. The vote was unanimous in favor.

OATH OF OFFICE – CITY ATTORNEY TERRY MILLER

Municipal Court Judge Rob Cowan administered the Oath of Office to Terry Miller as City Attorney for the City of Dalton.

(2) NEW 2021 ALCOHOL BEVERAGE APPLICATIONS

On the motion of Council member Harlan, second Council member Goodlett, the Mayor and Council approved the following 2021 Alcohol Beverage Applications:

1. Business Owner: PG Royal Inc.  
d/b/a: Royal Food Mart  
Applicant: Prahladbhai Chaudhari  
Business Address: 705 S. Thornton Ave Suite A  
License Type: Package Beer, Package Wine (Convenience Store / Gas Station)  
Disposition: New
2. Business Owner: The Green Door Market, LLC  
d/b/a: The Green Door Market  
Applicant: Maricarmen Critides  
Business Address: 109 West Cuyler St.  
License Type: Pouring Beer, Pouring Wine (Coffee House / Bakery)  
Disposition: New

The vote was unanimous in favor.

RENEWAL OF POLICE DEPARTMENT FEDERAL EQUITABLE SHARING AGREEMENT

Police Chief Cliff Cason presented the Renewal of Police Department Federal Equitable Sharing Agreement to the Mayor and Council. Cason stated the Agreement is a renewal and is between the US Department of Justice, Department of Treasury and the Dalton Police Department. On the motion of Council member Harlan, second Council member Goodlett, the Mayor and Council approved the agreement. The vote was unanimous in favor.

PROFESSIONAL SERVICES TASK ORDER 004 WITH ARCADIS U.S., INC. – WALNUT NORTH DRAINAGE BASIN STUDY

Public Works Director Andrew Parker presented the professional services Task Order 004 with Arcadis U.S. Inc. – Walnut north drainage basin study in the amount not to exceed \$68,625.00 to provide engineering analysis and support to address known flooding issues at residential properties along Ridge Street and McFarland Avenue from West Emery Street to West Franklin Street.

PROFESSIONAL SERVICES TASK ORDER 005 WITH ARCADIS U.S., INC. – N. GLENWOOD AVE NEAR MATILDA STREET DRAINAGE BASIN STUDY

Public Works Director Andrew Parker presented Professional Services Task Order 005 with Arcadis U.S., Inc. – N. Glenwood Ave near Matilda Street Drainage Basin Study in the amount not to exceed \$55,830.00 to provide engineering analysis and support to address known flooding issues in the vicinity of 631 Glenwood Avenue, south of the intersection with East Matilda Street. On the motion of Council member Goodlett, second Council member Harlan, the Mayor and Council approved both Task Order 004 and 005. The vote was unanimous in favor.

CONTRACT FOR SERVICES WITH B AND J REED CONSTRUCTION FOR THE COVIE RIDGE DETENTION POND & STORMWATER IMPROVEMENTS PROJECT

Public Works Director Andrew Parker presented the Contract for Services with B and J Reed Construction for the Covie Ridge Detention Pond & Storm water Improvements Project in the amount of \$332,963.00 to construct the Covie Ridge Detention Ponds. On the motion of Council member Waugh, second Council member Harlan, the contract was approved. The vote was unanimous in favor.

ORDINANCE 21-03 – ANNEXATION - TOM WALTERS

The Mayor and Council reviewed the request of Tom Walters to annex 4.39 acres located at 1534 E. Walnut Avenue into the City as General Commercial (C-2). Parcel (12-254-10-000) On the motion of Council member Goodlett, second Council member Harlan, the Mayor and Council approved the annexation. The vote was unanimous in favor.

ORDINANCE 21-04 - REZONING – MIKE VAUGHN

The Mayor and Council reviewed the request of Mike Vaughn to rezone from Heavy Manufacturing (M-2) to Rural Residential (R-5) a tract of land totaling 0.31 acres located at 326 Paige Street, Dalton, Georgia. Parcel (12-201-10-015). On the motion of Council member Goodlett, second Council member Harlan, the request was approved. The vote was unanimous in favor.

REZONING REQUEST – SERGIO PAEZ

On the motion of Council member Harlan, second Council member Waugh, the Mayor and Council denied the request of Sergio Paez to rezone from Transitional Commercial (C-4) to General Commercial (C-2) a tract of land totaling 0.10 acres located at 624 S. Hamilton Street, Dalton, Georgia. Parcel (12-238-05-023) The vote was unanimous in favor.

UPDATED EMPLOYEE LEASE AGREEMENT WITH THE DALTON-WHITFIELD SOLID WASTE MANAGEMENT AUTHORITY

Human Resources Director Greg Batts presented to the Mayor and Council an Updated Employee Lease Agreement with the Dalton-Whitfield Solid Waste Management Authority. On the motion of Council member Harlan, second Council member Goodlett, the Mayor and Council approved the updated agreement. The vote was unanimous in favor.

RESOLUTION 21-03 APPROVING CITY OF DALTON BUILDING AUTHORITY BOND RESOLUTION AUTHORIZING ISSUANCE OF REVENUE BONDS NOT TO EXCEED \$21 MILLION

On the motion of Council member Harlan, second Council member Waugh, the Mayor and Council approved Resolution 21-03 Approving City of Dalton Building Authority Bond Resolution Authorizing Issuance of Revenue Bonds not to exceed \$21 Million. The vote was unanimous in favor.

Mayor and Council  
Minutes  
Page 4  
March 1, 2021

ADJOURNMENT

There being no further business to come before the Mayor and Council, the meeting was  
Adjourned at 6:29 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:** 3-15-21

**Agenda Item:** Second Reading - Ordinance 21-02 Updating Article VI  
"Franchise Fees" Of Chapter 118 "Utilities" Of The City Code

**Department:** Finance

**Requested By:** Cindy Jackson

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

**Cost:** NA

**Funding Source if Not  
in Budget** NA

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

Second Reading - Ordinance 21-02 Updating Article VI "Franchise Fees" Of Chapter 118  
"Utilities" Of The Dalton City Codes

CITY OF DALTON  
ORDINANCE  
Ordinance No. 21-02

An Ordinance Of The City Of Dalton To Adopt Article VI “Franchise Fees” Of Chapter 118 “Utilities” Of The Revised Code Of Ordinances Of 2001 Of The City Of Dalton To Provide For The Collection Of Franchise Fees For The Use Of City Property And Right-Of-Way For Electrical Services; To Provide An Effective Date; To Repeal All Ordinances Conflicting Therewith; To Provide For Severability; And For Other Purposes.

WHEREAS, Chapter 118 “Utilities” 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 Chapter 118 “Utilities” to provide for the collection of franchise fees for the use of City property and right-of-way for electrical services pursuant to the provisions of the City Charter Article IV, Section 4-8 (dd) and O.C.G.A. §36-34-2(7);

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-

Chapter 118 “Utilities” of the Revised Code Of Ordinances Of 2001 of the City of Dalton, as amended, is hereby amended by adoption of Article VI “Franchise Fees” and shall read as follows:

Chapter 118 Utilities

Article VI – Franchise Fees

Section 118 - 187 through 118 – 199. – Reserved.

Division 1 – Generally

Sec. 118-200. - Permit or franchise fee pursuant to terms of this regulatory Ordinance required prior to installation of and continued maintenance of poles, pipes, etc., on public roads or alleys.

- (a) No person or entity shall install, construct, maintain or cause to be installed, constructed or maintained any pipe, main, conduit, cable, wire, pole, tower, traffic or other signal and other equipment, facilities, appliance, receptacle or sign, in, on, along, over or under the public roads or alleys of the city which are a part of the city's road system without first obtaining either a permit therefor or franchise granted by the City. .
- (b) No franchise shall be granted except by adoption by the mayor and city council of a franchise ordinance pursuant to this article. Within such ordinance, a franchise shall be granted for the constructing, maintaining, operating, extending, and use of utility infrastructure such as poles, lines, cables, equipment, pipes, mains, conduits, cables, wires, poles, lines, towers, equipment, and other apparatus in, on, along, over or under the streets, alleys, and other public places of the City within the present and future corporate limits of the City.
- (c) The fees for any franchise shall not be in excess of those as may be authorized by any state or federal regulatory agency where applicable.
- (d) For each sign and each receptacle on the public right-of-way, excepting those used in connection with the collection and delivery of the United States mail or utility infrastructure under a franchise, there is assessed a fee in the amount established by action of the city council, a copy of which is on file in the office of the city clerk.

Sec. 118-201. - Right to select electrical supplier.

Nothing contained in this Article shall limit or restrict the right of customers within the corporate limits of the City to select an electric supplier as may hereafter be provided by law.

Sec.118-202. - Amendments.

The City may enter into such additional agreements with respect to the streets, alleys, and public places of the City as the City and any electric service franchisee may deem reasonable and appropriate; provided, however, that such agreements shall not be inconsistent with the terms and conditions of the franchise granted in this Article, shall not extend beyond the term of the franchise, and shall be enforceable separate and apart from the franchise.

Sec. 118-203. - Acceptance.

The electric service franchisee's installation of the Facilities or continued use of existing Facilities after adoption of this ordinance shall form a contract between the electric service franchisee and the City.

Sec. 118-204. - Conflicting provisions.

All laws and ordinances, and all prior agreements between the electric service franchisee and the City with respect to the electric service franchisee's use of the City's streets, alleys, and public places, in actual conflict herewith shall stand repealed and terminated, respectively, upon the passing of this ordinance and the franchisee's installation of Facilities or continue usage of existing Facilities', provided, however, the franchisee shall retain all rights with respect to any easement or other property right, other than a franchise, previously granted.

Secs. 118-205 through 118-209. - Reserved.

Division 2. – North Georgia Electric Membership Corporation

Sec. 118-210. - Grant of franchise.



The authority, right, permission and consent are hereby granted to North Georgia Electric Membership Corporation (hereinafter sometimes referred to as "North Georgia EMC"), its successors, lessees and assigns (the "Company"), subject to the terms and conditions set forth hereinafter for a period of 35 years, to occupy and use the streets, alleys and public places of the City within the present and future limits of the City as from time to time the Company may deem proper or necessary for the overhead or underground construction, maintenance, operation and extension of poles, towers, lines, wires, cables, conduits, insulators, transformers, appliances, equipment, connections and other apparatus (collectively, the "Facilities") for any business or purpose, including transmitting, conveying, conducting, using, supplying and distributing electricity for light, heat, power and other purposes for which electric current may be or become useful or practicable for public or private use, and to re-enter upon such streets, alleys and public places from time to time as the Company may deem proper or necessary to perform these functions, and to cut and trim trees and shrubbery when and where necessary, in the judgment of the Company, to ensure safe and efficient service.

Sec. 118-211. - Payment of franchise fees required.

- (a) Beginning April 1, 2021, the use by the Company of the streets, alleys, public places and other property of the City for the operation of the Facilities, and the grant of the requisite street franchise rights, shall incur the payment of franchise fees pursuant to this chapter, and continued use and occupancy of such City property for said purpose without payment of such franchise fees will violate the Ordinance, and the City shall be entitled to enforce compliance with this chapter by appropriate proceeding at law or in equity.
- (b) If not paid by the due date, unpaid franchise fees shall accrue interest at the rate of seven (7%) percent per annum but not to exceed the maximum authorized by Georgia law.

Sec. 118 - 212. - Terms and conditions.

The rights, permission and consents herein contained are made for the following considerations and upon the following terms and conditions:

- (a) The Company shall pay to the City (1) on or before the first day of April of the first year following the granting of this franchise, a sum of money equal to four percent (4%) of the gross sales of electric energy to all of the Company's customers served under residential and commercial rate schedules within the corporate limits of the City during the preceding calendar year and four percent (4%) of the gross sales of electric energy to all of the Company's customers served under industrial rate schedules within the corporate limits of the City during the period beginning on the first day of the month following granting of this franchise and ending on December 31 of such preceding calendar year and (2) on or before the first day of April of each subsequent year thereafter during the term of this franchise, a sum of money equal to four percent (4%) of the gross sales of electric energy to all of the Company's customers served under residential, commercial, and industrial rate schedules within the corporate limits of the City during each preceding calendar year, it being understood that duplicative payments are not contemplated, and further on condition that in the event the City shall grant to any other entity the right to use and occupy the City's property and right-of-way for like purposes, such use and occupancy shall be upon the same terms and conditions as those herein contained, including the payment provisions hereof. Notwithstanding the foregoing the Company shall have the option to pay to the City the sums due under this paragraph on a monthly basis.

- (b) All payments shall be accompanied by a summary report prepared by the Company

showing the volume of gross sales for all service classifications (residential, commercial, industrial, etc.) for the preceding term. The City shall be entitled to audit at such times as deemed appropriate by the City the Companies performance under this article. The City shall not audit more frequently than once in a three year period.

- (c) The amount, if any, of any tax, fee, charge or imposition of any kind required, demanded or exacted by the City on any account, other than ad valorem taxes on property and license taxes on the sale of home appliances, shall operate to reduce to the extent of such tax, fee, charge or imposition the amount due from the percentage of gross sales as provided in subsection (a) of this section.
- (d) The Company shall fully protect, indemnify and save harmless the City from all damages to person or property caused by the construction, maintenance, operation or extension of the Facilities, or conditions of streets, alleys or public places resulting therefrom, for which the said City would otherwise be liable, other than those arising from the City's sole negligence or misconduct or where the City would be immune from liability.
- (e) The Company shall, in constructing, maintaining, operating and extending its Facilities, be subject to all reasonable exercises of the police power by the City. Nothing contained herein, however, shall require the Company to surrender or limit its property rights created hereby without due process of law, including adequate compensation, for any other purpose at the instance of the City or for any purpose at the instance of any other entity, private or governmental.
- (f) The grant of the rights, permission and consents by the City to the Company contained in this chapter are specifically conditioned upon the payment of all sums due the City in accordance with the rate, conditions and payment dates set forth in subsection (a) of this section, and failure by the Company to timely pay the franchise fees required by said subsection (a) of this section may constitute a forfeiture of all rights granted by this Division. In the event that the City maintains that the Company may forfeit its rights, permission, and consents hereunder it shall give the Company not less than thirty (30) days written notice thereof to cure such potential forfeiture. If the City and the Company have not resolved the issue within that time either may seek a declaratory judgment as to forfeiture in the Superior Court of Whitfield County, Georgia.
- (g) For the purposes of this section, the term "Distribution Facilities" or "Facilities" means poles, lines, wires, cables, conductors, insulators, transformers, appliances, equipment, connections, and other apparatus installed by or on behalf of the Company (whether before or after the adoption of the ordinance from which this article is derived) in the streets, alleys, or public places of the City for the purpose of distributing electricity within the present and future corporate limits of the City. Distribution Facilities do not include any of the following:

- (i) Electric transmission lines with a design operating voltage of 46 kilovolts or greater (hereinafter referred to as "Transmission Lines");
  - (ii) Poles, towers, frames, or other supporting structures for Transmission Lines (hereinafter referred to as "Transmission Structures");
  - (iii) Transmission Lines and related wires, cables, conductors, insulators, or other apparatus attached to Transmission Structures;
  - (iv) Lines, wires, cables, or conductors installed in concrete-encased ductwork; or
  - (v) Network underground facilities.
- (h) In the event that the City or any other entity acting on behalf of the City requests or demands that the Company relocate any Distribution Facilities from their then-current locations within the streets, alleys, and public places of the City in connection with a public project or improvement, then the Company shall relocate, at its expense, the Distribution Facilities affected by such project or improvement. The Company's obligations under this subsection (i) shall not affect the amounts paid or to be paid to the City under the provisions of subsection (a) of this section. Notwithstanding the foregoing provisions of this subsection (h), the Company shall not be obligated to relocate, at its expense, any of the following:
- (i) Distribution Facilities that are located on private property (which shall include those located on easements acquired by the Company from persons or entities other than the City) at the time relocation is requested or demanded;
  - (ii) Distribution Facilities that are relocated in connection with sidewalk improvements (unless such sidewalk improvements are related to or associated with road widenings, the creation of new turn lanes, or the addition of acceleration/deceleration lanes);
  - (iii) Distribution facilities that are relocated in connection with streetscape projects or other projects undertaken primarily for aesthetic purposes;
  - (iv) Distribution Facilities that are converted from an overhead configuration or installation to an underground configuration or installation; or
  - (v) Distribution Facilities that do not obstruct or interfere with plans for road widening, the creation of new turn lanes, or acceleration and deceleration lanes.
- (i) The City and the Company recognize that both parties benefit from economic development within the City. Accordingly, when it is necessary to relocate any of the Company's Facilities (whether Distribution Facilities, Transmission Lines, Transmission Structures, or other facilities) within the City, the City and the Company shall work cooperatively to minimize costs, delays, and inconvenience to both parties while ensuring compliance with applicable laws and regulations. In addition, the City and the Company shall communicate in a timely fashion to coordinate City projects including the City's five-year capital improvement plan, the City's short-term work program or the City's annual budget in an effort to minimize relocation of the Company's Facilities. Such communication may include, but is not limited to:
- (i) Both parties' participation in the Georgia Utilities Coordinating Council, Inc. (or any successor organization) or a local utilities coordinating council (or any successor organization); and

- (ii) Both parties' use of the National Joint Utility Notification System (or any successor to such system mutually acceptable to both parties).
- (j) With regard to each project undertaken by or on behalf of the City for which the Company is not obligated, in accordance with subsection (h) of this section, to pay the cost of relocation, the City shall pay the Company in advance for the Company's estimated cost to relocate any of the Company's Facilities (whether Distribution Facilities, Transmission Lines, Transmission Structures, or other facilities) in connection with such project.
- (k) Notwithstanding anything herein to the contrary, the Company shall not be obligated to pay to the City the fee provided for herein, or any portion thereof, on the gross sales of electric energy to customers living within areas that, on the effective date of this franchise, are not both:
  - (i) Within the City limits on the effective date; and
  - (ii) Depicted as being within the City limits on the maps provided to Company and said map shall be available for inspection during business hours in the office of the City Clerk, such maps shall be identical to those submitted to the United States Census Bureau.

Upon request of the Company the City shall confirm an address as reasonably within the City limits.

- (l) Notwithstanding anything herein to the contrary, the Company shall not be obligated to pay to the City the fee provided for herein, or any portion thereof, on the gross sales of electric energy to customers living within areas that, after the effective date of this franchise, are annexed to the corporate limits of the City before 90 days after the Company receives written notice from the City that the City intends to annex (or has already annexed) the territory in which said customers are located. To be effective, any such notice must include an electronic map of the annexed areas in a format reasonably acceptable to Company, and identical to the map submitted by the City to the United States Census Bureau.

Sec. 118-213 through 118-219. – Reserved.

Division 3. – Georgia Power Company

Sec. 118-220. - Grant of franchise.

The authority, right, permission and consent are hereby granted to Georgia Power Company its successors, lessees and assigns ("GPC"), subject to the terms and conditions set forth hereinafter for a period of 35 years, to occupy and use the streets, alleys, and public places of the City within the present and future limits of the City as from time to time GPC may deem proper or necessary for the overhead or underground construction, maintenance, operation and extension of poles, towers, lines, wires, cables, conduits, insulators, transformers, appliances, equipment, connections and other apparatus (collectively, the "Facilities") for any business or purpose, including transmitting, conveying, conducting, using, supplying and distributing electricity for light, heat, power and other purposes for which electric current may be or become useful or practicable for public or private use, and to re-enter upon such streets, alleys and public places from time to time as GPC may deem proper or necessary to perform these functions, and to cut and trim trees and shrubbery when and where necessary, in the judgment of GPC, to ensure safe and efficient service.

Sec. 118-221. - Payment of franchise fees required.

- (a) Beginning April 1, 2021, the use by GPC of the streets, alleys, public places and other property of the City for the operation of the Facilities, and the grant of the requisite street franchise rights, shall incur payment of franchise fees pursuant to this chapter, and continued use and occupancy of such City property for said purpose without payment of such franchise fees will violate this Ordinance, and the City shall be entitled to enforce compliance with this chapter by appropriate proceeding at law or in equity.
- (b) If not paid by the due date, unpaid franchise fees shall accrue interest at the rate of seven (7%) percent per annum but not to exceed the maximum authorized by Georgia Law.

Sec. 118 - 222. - Terms and conditions.

The rights, permission and consents herein contained are made for the following considerations and upon the following terms and conditions:

- (a) GPC shall pay to the City (1) on or before the first day of April of the first year following the granting of this franchise, a sum of money equal to four percent (4%) of the gross sales of electric energy to all of GPC's customers served under residential and commercial rate schedules (as prescribed by the Georgia Public Service Commission) within the corporate limits of the City during the preceding calendar year and four percent (4%) of the gross sales of electric energy to all of the GPC's customers served under industrial rate schedules (as so prescribed) within the corporate limits of the City during the period beginning on the first day of the month following granting of this franchise and ending on December 31 of such preceding calendar year and (2) on or before the first day of April of each subsequent year thereafter, during the term of this franchise, a sum of money equal to four percent (4%) of the gross sales of electric energy to all of GPC's customers served under residential, commercial, and industrial rate schedules (as so prescribed) within the corporate limits of the City during each preceding calendar year, it being understood that duplicative payments are not contemplated, and further on condition that in the event the City shall grant to any other entity the right to use and occupy the City's property and right-of-way for like purposes, such use and occupancy shall be upon the same terms and conditions as those herein contained, including the payment provisions hereof. Notwithstanding the foregoing, GPC shall have the option to pay to the City the sums due under this paragraph on a monthly basis.
- (b) All payments shall be accompanied by a summary report prepared by the GPC showing the volume of gross sales for all service summary classifications (residential, commercial, industrial, etc.) for the preceding term. The City shall be entitled to audit at such times as deemed appropriate by the City of GPC's performance under this article. The City shall not audit more frequently than once in a three year period.
- (c) The amount, if any, of any tax, fee, charge or imposition of any kind required, demanded or exacted by the City on any account, other than ad valorem taxes on property and license taxes on the sale of home appliances, shall operate to reduce to the extent of such tax, fee, charge or imposition the amount due from the percentage of gross sales as provided in subsection (a) of this section.

- (d) GPC shall fully protect, indemnify and save harmless the City from all damages to person or property caused by the construction, maintenance, operation or extension of GPC's Facilities or conditions of streets, alleys or public places resulting therefrom, for which the said City would otherwise be liable other than those arising from the City's sole negligence or misconduct or where the City would be immune from liability.
- (e) GPC shall, in constructing, maintaining, operating and extending its Facilities be subject to all reasonable exercises of the police power by the City. Nothing contained herein, however, shall require GPC to surrender or limit its property rights created hereby without due process of law, including adequate compensation, for any other purpose at the instance of the City or for any purpose at the instance of any other entity, private or governmental.
- (f) The grant of the rights, permission and consents by the City to the GPC contained in this chapter are specifically conditioned upon the payment of all sums due the City in accordance with the rate, conditions and payment dates set forth in subsection (a) of this section, and failure by GPC to timely pay the franchise fees required by said subsection (a) of this section may constitute a forfeiture of all rights granted by this Division. In the event that the City maintains that GPC may forfeit its rights, permission, and consents hereunder, it shall give the Company not less than thirty (30) days written notice thereof to cure such potential forfeiture. If the City and GPC have not resolved the issue within that time either may seek a declaratory judgment as to forfeiture in the Superior Court of Whitfield County, Georgia.
- (g) For the purposes of this section, the term "Distribution Facilities" or "Facilities" means poles, lines, wires, cables, conductors, insulators, transformers, appliances, equipment, connections, and other apparatus installed by or on behalf of GPC (whether before or after the adoption of the ordinance from which this article is derived) in the streets, alleys, or public places of the City for the purpose of distributing electricity within the present and future corporate limits of the City. Distribution Facilities do not include any of the following:
  - (i) Electric transmission lines with a design operating voltage of 46 kilovolts or greater (hereinafter referred to as "Transmission Lines");
  - (ii) Poles, towers, frames, or other supporting structures for Transmission Lines (hereinafter referred to as "Transmission Structures");
  - (iii) Transmission Lines and related wires, cables, conductors, insulators, or other apparatus attached to Transmission Structures;
  - (iv) Lines, wires, cables, or conductors installed in concrete-encased ductwork; or
  - (v) Network underground facilities.
- (h) In the event that the City or any other entity acting on behalf of the City requests or demands that GPC relocate any Distribution Facilities from their then-current locations within the streets, alleys, and public places of the City in connection with a public project or improvement, then GPC shall relocate, at its expense, the Distribution Facilities affected by such project or improvement. GPC's obligations

under this subsection (i) shall not affect the amounts paid or to be paid to the City under the provisions of subsection (a) of this section. Notwithstanding the foregoing provisions of this subsection (h), GPC shall not be obligated to relocate, at its expense, any of the following:

- (i) Distribution Facilities that are located on private property (which shall include those located on easements acquired by GPC from persons or entities other than the City) at the time relocation is requested or demanded;
  - (ii) Distribution Facilities that are relocated in connection with sidewalk improvements (unless such sidewalk improvements are related to or associated with road widenings, the creation of new turn lanes, or the addition of acceleration/deceleration lanes);
  - (iii) Distribution facilities that are relocated in connection with streetscape projects or other projects undertaken primarily for aesthetic purposes;
  - (iv) Distribution Facilities that are converted from an overhead configuration or installation to an underground configuration or installation; or
  - (v) Distribution Facilities that do not obstruct or interfere with plans for road widening, the creation of new turn lanes, or acceleration and deceleration lanes.
- (i) The City and GPC recognize that both parties benefit from economic development within the City. Accordingly, when it is necessary to relocate any of GPC's Facilities (whether Distribution Facilities, Transmission Lines, Transmission Structures, or other facilities) within the City, the City and GPC shall work cooperatively to minimize costs, delays, and inconvenience to both parties while ensuring compliance with applicable laws and regulations. In addition, the City and GPC shall communicate in a timely fashion to coordinate City projects included in the City's five-year capital improvement plan, the City's short-term work program, or the City's annual budget, in an effort to minimize relocation of the GPC's Facilities. Such communication may include, but is not limited to:
- (i) Both parties' participation in the Georgia Utilities Coordinating Council, Inc. (or any successor organization) or a local utilities coordinating council (or any successor organization); and
  - (ii) Both parties' use of the National Joint Utility Notification System (or any successor to such system mutually acceptable to both parties).
- (j) With regard to each project undertaken by or on behalf of the City for which GPC is not obligated, in accordance with subsection (h) of this section, to pay the cost of relocation, the City shall pay GPC in advance for the Company's estimated cost to relocate any of GPC's Facilities (whether Distribution Facilities, Transmission Lines, Transmission Structures, or other facilities) in connection with such project.
- (k) Notwithstanding anything herein to the contrary, GPC shall not be obligated to pay to the City the fee provided for herein, or any portion thereof, on the gross sales of electric energy to customers living within areas that, on the effective date of this franchise, are not both:
- (i) Within the City limits on the effective date; and

- (ii) Depicted as being within the City limits on the maps provided to GPC and said map shall be available for inspection during business hours in the office of the City Clerk; such maps shall be identical to those submitted to the United States Census Bureau.

In addition to said maps, the City shall provide GPC with a list of addresses and such additional information as it shall reasonably require to confirm the location of such customers as within the City limits.

- (l) Notwithstanding anything herein to the contrary, GPC shall not be obligated to pay to the City the fee provided for herein, or any portion thereof, on the gross sales of electric energy to customers living within areas that, after the effective date of this franchise, are annexed to the corporate limits of the City, before 90 days after GPC receives written notice from the City that the City intends to annex (or has already annexed) the territory in which said customers are located. To be effective, any such notice must include an electronic map of the annexed areas in a format reasonably acceptable GPC, and identical to the map submitted by the City to the United States Census Bureau.

Sec. 118-223 through 118-229. – Reserved.

-3-

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.

-4-

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

-5-

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:	3-15-21
Agenda Item:	Substantial Amendment to CDBG 2020 & 2019 Annual Action Plan
Department:	Finance
Requested By:	Cindy Jackson
Reviewed/Approved by City Attorney?	No
Cost:	\$0
Funding Source if Not in Budget	N/A

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

The City's CDBG program received additional funding from the CARE's Act CDBG-CV3 (\$297,268) for the Community Development Block Grant Program which requires an amendment to the 2020 Annual Action Plan. The City also moved unexpended 2019 CDBG funds to the meals program (\$10,595.80) which requires an amendment to the 2019 Annual Action Plan and the City has been notified of a \$66 reduction in the FY 2020 administration funding. The amendment was properly advertised and a public meeting was held for citizen participation, review and comment.

## **RESOLUTION 21-04**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DALTON, GEORGIA, AUTHORIZING A SUBSTANTIAL AMENDMENT TO THE 2020 ACTION PLAN AND 2019 ANNUAL ACTION PLAN UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM.

**WHEREAS**, the City of Dalton has been designated as an “Entitlement Community” and therefore receives direct annual funding from the U.S. Department of Housing and Urban Development (HUD) for the Community Development Block Grant Program; and

**WHEREAS**, On October 22, 2020, the City of Dalton received correspondence from the U.S. Department of Housing and Urban Development revising the City’s 2020 Community Development Block Grant (CDBG) allocation. The City of Dalton initially received \$434,399 in CDBG funding for FY2020 and the revised allocation is **\$434,333**, which represents a \$66.00 decrease in funding in Planning & Administration. The City of Dalton also received **\$297,268** in CDBG-CV3 funds through the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) and must amend its 2020 Annual Action Plan as to utilize Community Development Block Grant funds to respond to the coronavirus pandemic known as COVID-19. The City will also reallocate unexpended 2019 CDBG funds.

**WHEREAS**, The City will amend the 2020 Action Plan to include \$59,454.00 in planning and administration, \$63,000.00 for the Food Delivery Program and \$174,814.00 for an emergency housing assistance under the CDBG-CV3 program; Reduce 2020 CDBG allocation to \$86,813.00; and amend the 2019 Action Plan to reallocate \$10,595.80 in unexpended CDBG funds to the City of Dalton Food Delivery Program.

**WHEREAS**, the Public Notices have been published and public meetings held for the HUD-required 5-day citizen participation, review and comment period;

**NOW, THEREFORE BE IT RESOLVED**, by the Mayor and City Council of the City of Dalton, Georgia that the Fiscal Year 2020 Annual Action Plan and 2019 Action Plan; and that this Resolution shall be effective upon adoption.

**NOW, THEREFORE**, this Resolution was unanimously adopted by the City of Dalton Mayor and Council on this 15<sup>th</sup> day of March, 2021.

**CITY OF DALTON, GEORGIA**

---

David Pennington  
Mayor

**ATTESTED TO:**

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City Clerk



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 3/15/21

**Agenda Item:** Leonard Brothers Construction Change Order #1 for Restroom Facilities at Brookwood Park

**Department:** Parks and Recreation

**Requested By:** Greg Walker

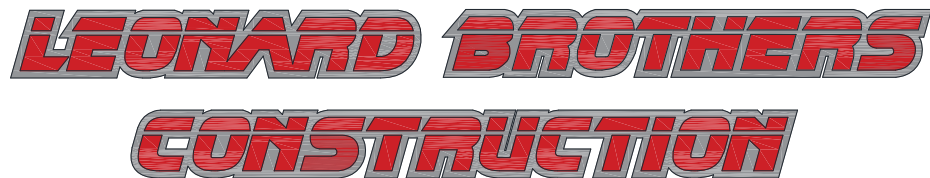
**Reviewed/Approved by City Attorney?** Yes/No

**Cost:** 4,620.00

**Funding Source if Not in Budget**

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

Leonard Brothers Construction Change Order #1 for Restroom Facilities at Brookwood Park.



706-695-8351

P.O. Box 1950  
Chatsworth, GA 30705

### **CHANGE ORDER 1**

PROPOSAL SUBMITTED TO:  
**DALTON PARKS & RECREATION**  
**BROOKWOOD PARK RESTROOMS**

DATE:  
**March 11, 2021**

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

#### **SIDEWALKS**

Cut out and remove approximately 50' of existing sidewalks.  
Import fill material to raise grade to allow for proper drainage.  
Form and pour new 3,000psi concrete sidewalk, reinforced with 6 x 6 x 10/10 wire mesh.  
Seal with one coat of concrete sealer.  
Import additional top soil, seed and straw as needed.

We **Propose**, hereby to furnish material and labor ----- complete in accordance with above specification, for the estimated price of:

**Four Thousand Six Hundred Twenty dollars & 00/100----- (4,620.00)**

#### **Payment to be made as follows:**

Notwithstanding any other billing provision, payment will be due 10 days after materials are placed on site. Charges for all other material and labor will be billed monthly and payment will be due 10 days from the date of invoice. A service charge of 1.5% per month (18% per annum) will be charged on all past due accounts. Customer agrees to pay all cost of collection including reasonable attorney's fees incurred in collection of the amount under the laws of the state of Georgia and Constitution of the United States. Final payment will be due 10 days after completion of job.

Leonard Construction Inc. carries full insurance on all men; materials and equipment at all job sites. This insurance shall include Workman's Compensation, General Liability, Builders risk and Auto. Full documentation shall be provided upon request.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents and delays beyond our control.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Leonard Construction, Inc.

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date of Acceptance

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date of Acceptance

NOTE: This proposal may be  
Withdrawn by us if not accepted within 30 days.



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 3/15/2021

**Agenda Item:** Professional Services Agreement with Lewis & Associates Land Surveying, LLC for the City of Dalton Aquatic Center

**Department:** Public Works

**Requested By:** Megan Elliott

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

**Cost:** \$6,900 (lump sum price)

**Funding Source if Not in Budget** 2021 Bond Issue Project

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

This request is to approve the Professional Services Agreement with Lewis & Associates Land Surveying, LLC to complete the survey work for the City of Dalton Aquatic Center site. A detailed topographical survey will be required to facilitate the design.

A Location Map of the survey area has been attached, and the work is to be completed within 4 weeks of the Notice To Proceed.

See attached proposal for additional information about the scope of work.

**CITY OF DALTON  
PUBLIC WORKS DEPARTMENT**

**GENERAL PROFESSIONAL SERVICES AGREEMENT**

THIS GENERAL PROFESSIONAL SERVICES AGREEMENT is made and entered into on this 15 day of March, 2021 by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and Lewis & Associates Land Surveying, LLC, 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 March 16, 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 April 13, 2021.

6. CONTRACT SUM: The CITY shall pay to CONSULTANT the total sum of \$ 6,900.00 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 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: Lewis & Associates Land Surveying  
P.O. Box 2046  
Dalton, Ga 30722

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: \_\_\_\_\_

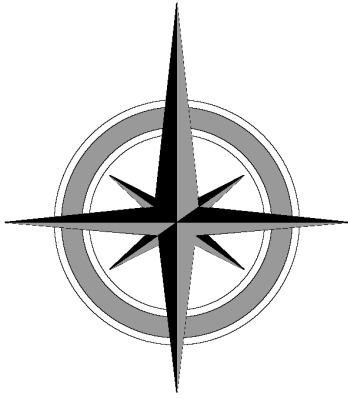
CITY:

CITY OF DALTON, GEORGIA

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

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

# **EXHIBIT ‘A’**



## **LEWIS & ASSOCIATES LAND SURVEYING**

P.O. Box 2046 | Dalton, GA 30722-2046

Office: 706.278.7518 | Fax: 706.529.4513

Email: [clewis@lewissurvey.com](mailto:clewis@lewissurvey.com)

February 26, 2021

The City of Dalton, GA  
Attn: Mr. Andrew Parker, PE  
535 Elm Street  
Dalton, GA 30720

Re: Proposal for Surveying Services  
Proposed Aquatic Center at Dalton Mall  
Dalton, GA

Dear Mr. Parker,

Lewis & Associates Land Surveying, LLC is pleased to provide the following proposal for your project.

Lewis & Associates Land Surveying, LLC (LALS) will perform a boundary and topographic survey of the  $\pm 8.4$  acre site as shown on the attached map provided by the City of Dalton (The City). LALS will provide data on all existing storm drainage structures and pipes within the survey area. LALS will prepare a drawing of the survey data to include 1-foot contour intervals, spot elevations, utility and storm drain information, and property lines adjacent to the survey area. LALS will provide hard copies of the survey map, as well as digital files (pdf, AutoCAD .dwg file, Civil 3D surface files, Land XML files, point files, etc.) as required by the City within four (4) weeks of a Notice to Proceed. All work will be performed in accordance with current state & local survey requirements and City of Dalton requirements. Our fee for these services is outlined below. Any additional work as requested by The Client will be billed at our standard rates as listed on the attached sheet.

If this proposal is acceptable, please sign below and return a copy to our office. This will serve as the Notice to Proceed.

We greatly appreciate the opportunity to provide this proposal. If you have any questions or need additional information, please contact me at 706-278-7518 x 101.

Sincerely,  
Christopher L. Lewis, PLS

Lewis & Associates Land Surveying, LLC  
City of Dalton Aquatic Center  
Dalton, GA

**Boundary / Topographic / Design Survey**

**\$6,900.00**

Submitted By: Ch. L. L. Date: 2/26/2021  
Lewis & Associates Land Surveying

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Representative



## STANDARD TERMS AND CONDITIONS

- This proposal shall be good for a period of sixty (60) days.
- If this proposal is acceptable, the Client shall sign where indicated or respond to Lewis & Associates Land Surveying, LLC (LALS) with a written Notice To Proceed. This shall constitute a legal and binding contract between the Client and LALS.
- LALS will complete the work as described in the proposal in a timely manner unless delayed. Delays may include stopping work at the Client's request, inclement weather, lack of information or other factors beyond the control of LALS.
- The Client assures LALS that it has permission to work on the subject property and that the property will be accessible and free of obstructions. LALS may utilize hand tools such as machetes and shovels to clear light brush and excavate shallow utilities, structures, or property corners.

~~The limits of liability for the surveyor shall be \$10,000 or the contract amount, whichever is the lesser.~~

ME 3/11/21

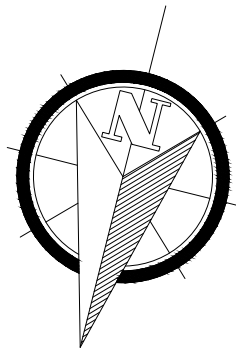
- This proposal **DOES NOT** include the services of a private utility location firm.
- This proposal **DOES NOT** include any state or local review or recording fees.
- The Client shall furnish LALS with any specialized billing procedures.

Lewis & Associates Land Surveying, LLC  
City of Dalton Aquatic Center  
Dalton, GA

**STANDARD FEE SCHEDULE**

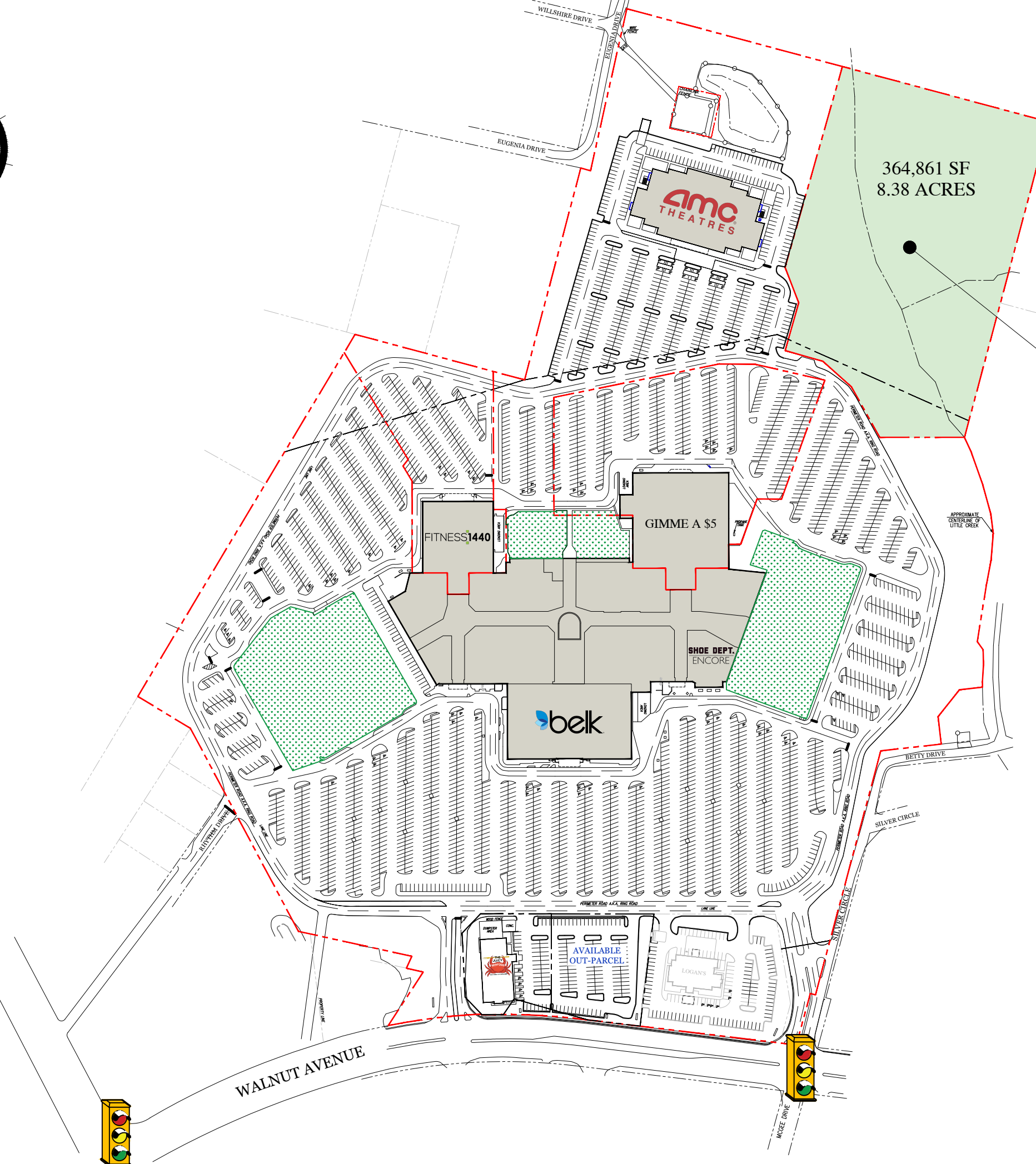
<u>Position</u>	<u>Hourly fee</u>
Professional Surveyor	\$150
Survey Crew	\$150
CAD Draftsman	\$90
Project Manager	\$100
Computations	\$100
Clerical	\$45

<u>Reimbursable expense</u>	<u>Rate</u>
Additional Plat copies	\$2.50
Shipping	at cost
Other expenses	at cost
Plat recording	\$25 + cost
Review fees	at cost



# DALTON MALL

Dalton, Georgia



## **PROPOSED GIFT OF LEASEHOLD INTEREST**

(PATTERSON FAMILY TO (i) SUBORDINATE  
IT'S LEASED FEE INTEREST TO CITY OF  
DALTON FOR 99 YEAR LEASE AT \$1.00 PER  
YEAR OR (ii) GIFT IT'S LEASED FEE TO CITY.)



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 3/15/2021

**Agenda Item:** Professional Services Agreement with Geo-Hydro Engineers, Inc. for the City of Dalton Aquatic Center

**Department:** Public Works

**Requested By:** Megan Elliott

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

**Cost:** \$8,850 (lump sum price)

**Funding Source if Not in Budget** 2021 Bond Issue Project

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

This request is to approve the Professional Services Agreement with Geo-Hydro Engineers, Inc. to complete the geotechnical engineering services for the City of Dalton Aquatic Center site. A detailed report of the subsurface conditions will be required to facilitate the design.

The work is to be completed within 4 weeks of the Notice To Proceed.

See attached proposal for additional information about the scope of work.

**CITY OF DALTON  
PUBLIC WORKS DEPARTMENT**

**GENERAL PROFESSIONAL SERVICES AGREEMENT**

THIS GENERAL PROFESSIONAL SERVICES AGREEMENT is made and entered into on this 15 day of March, 20 21 by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and Geo-Hydro Engineers, Inc., 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 March 16, 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 April 13, 20 21.

6. CONTRACT SUM: The CITY shall pay to CONSULTANT the total sum of \$ 8,850.00 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 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: Geo-Hydro Engineers, Inc.  
1000 Cobb Place Blvd, Suite 290  
Kennesaw, GA 30144

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

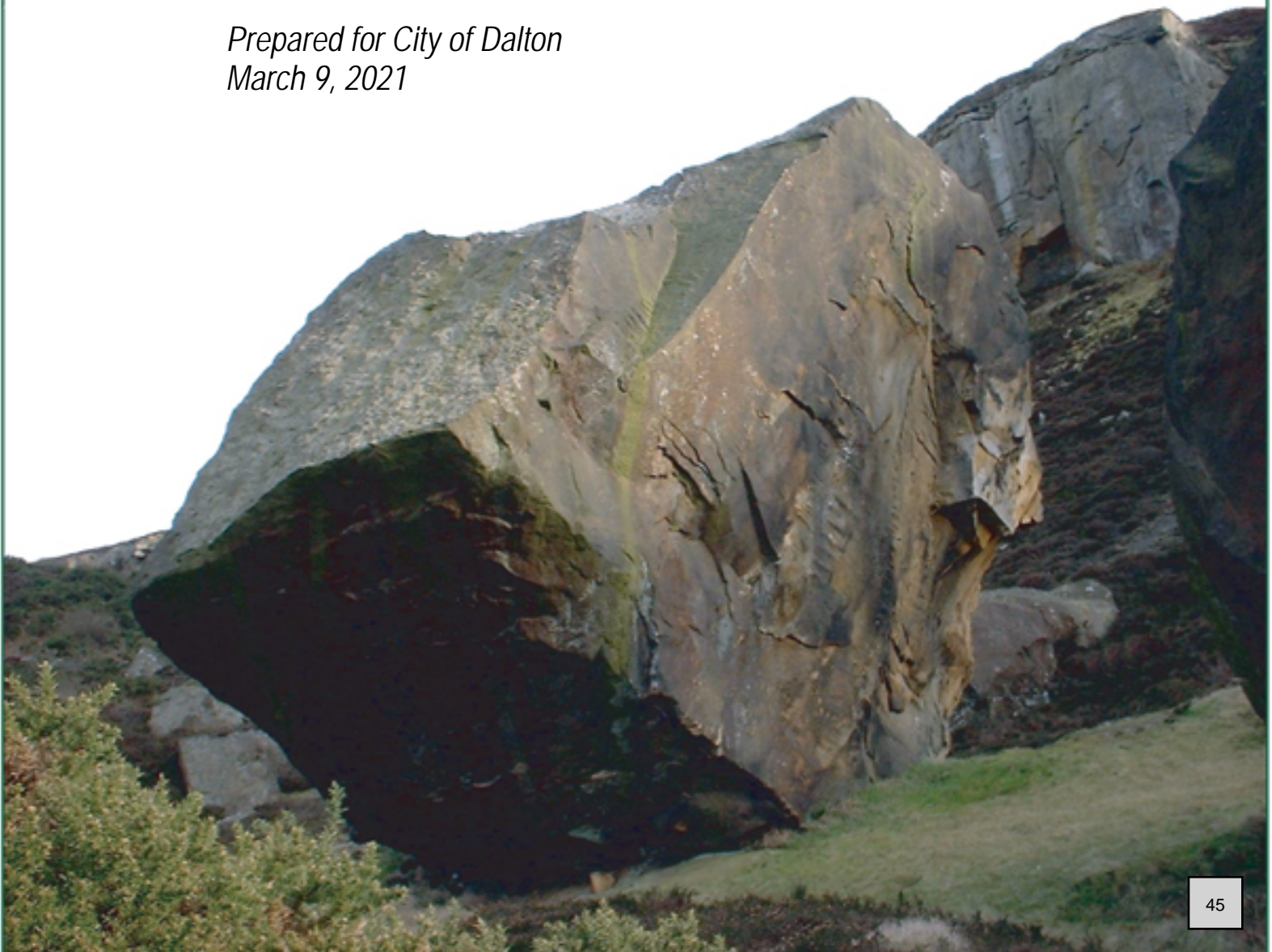
# **EXHIBIT ‘A’**



Proposal to Perform Subsurface Exploration  
and Geotechnical Engineering Evaluation

New Aquatic Center  
Dalton Mall  
Dalton, Georgia  
Geo-Hydro Proposal Number 25844.2

*Prepared for City of Dalton  
March 9, 2021*



Mr. P. Andrew Parker, P.E.  
Public Works Director  
City of Dalton  
535 Elm Street  
Dalton, Georgia 30722

March 9, 2021

Proposal to Perform Subsurface Exploration  
and Geotechnical Engineering Evaluation  
New Aquatic Center  
Dalton Mall  
Dalton, Georgia  
Geo-Hydro Proposal Number 25844.2

Dear Mr. Parker:

Geo-Hydro Engineers, Inc. appreciates the opportunity to present this proposal to provide geotechnical engineering services for the above referenced project. Our understanding of the project is based on our review of project documents provided to us via email.

We understand that the City of Dalton is planning to construct a new aquatic center encompassing approximately 50,000 square feet. The new aquatic center will be constructed south of Dalton Mall and west of the AMC Classic Walnut Square cinema. We understand that the City of Dalton is taking ownership of about 8.38 acres of property. The aquatic center will be sited on 4 to 4½ acres near the perimeter mall road. The scope of services outlined in this proposal is intended to address the new aquatic center specifically and generate general information regarding the rest of the property.

We have assumed that the new aquatic center will have a structural steel frame and masonry CMU or metal panel walls. We expect general site grading to involve up to 5 feet of mass excavation and structural fill placement. To facilitate the diving well up to 20 feet of mass excavation may be required.

The site is currently a combination of wooded and grassed areas. The wooded portion of the property is bisected by creeks, and the southwestern portion of the property must be accessed by crossing a creek or entering from a neighboring property. The annotated aerial photograph to the right was provided to us and shows the approximate site limits and current site conditions.





The scope of services provided in this proposal is based on the assumption that a shallow foundation system can be used. If subsurface conditions are encountered which are not suitable for support of a shallow foundation system, additional study may be necessary to provide design recommendations for a deep foundation system (piles, etc.).

An outline of the exploration is provided in the following sections.

### SCOPE OF SERVICES

#### Field and Laboratory Services

1. We will contact Georgia 811 for location of underground utilities. This is required by law. Also, we ask that the current property owner(s) provide any available information regarding the location of all underground utilities in the work areas. Geo-Hydro will not be responsible for damage to unmarked underground utilities. Please see the attached *Underground Utilities Fact Sheet* for more information.
2. We will perform 15 machine-drilled test borings within the project area. We will perform nine test borings within the likely aquatic center footprint extending to a target depth of 30 feet. Six borings will be performed in the remainder of the site extending to a target depth of 20 feet. Final boring locations will be selected in consultation with the project team. Standard penetration testing will be performed in accordance with ASTM D1586 in each boring extending to their target depth or the depth of auger refusal, whichever occurs first. Our lump sum fee allows for a total of 390 feet of soil test boring only.
3. The site is partially wooded. We will engage the services of a loader and operator to clear access trails for our drilling equipment where necessary.
4. If soft or loose subsoils are encountered, we will contact you and advise you regarding the need to perform additional work beyond the scope of the study outlined in these paragraphs. Additional work beyond the scope of this proposal may include extension of the test borings, obtaining thin-walled tube samples, consolidation tests, triaxial modulus tests, or supplemental engineering services. The need for, and the type and quantity of, these services will be dependent on the subsurface conditions. Additional work will not be performed without authorization.
5. We will obtain groundwater readings at the time of the drilling. Where feasible, the borings will be left open overnight to measure a stabilized groundwater level. All of the borings will be backfilled with soil cuttings after the final groundwater check.
6. Samples from the field operation will be physically examined, and a visual classification will be assigned in accordance with the Unified Soil Classification System.
7. Test boring records will be prepared which provide standard penetration resistances, detailed soil descriptions, and groundwater conditions. Significant soil strata will be delineated, and partially weathered rock or auger refusal will be identified where encountered.

## Engineering Report

We will prepare an engineering report outlining the results of the exploration. We will present evaluations and recommendations concerning the following: site preparation, general foundation recommendations, groundwater elevations and their effect on the proposed construction, and remedial measures necessary to deal with soft or loose soils if they are encountered. More specifically, the report will present the following major sections:

- 1) Project Information: Our understanding of the proposed construction will be presented.
- 2) Exploratory Procedures: The report will describe the methods of subsurface exploration and laboratory testing.
- 3) Site and Subsurface Description: An overview of site conditions will be presented, general geologic conditions for the site will be discussed, and a detailed discussion of the subsurface soil and groundwater conditions will be presented.
- 4) Evaluations and Recommendations: Based upon the field exploration, laboratory testing, and our experience with similar site and subsoil conditions, we will present recommendations for several geotechnical aspects of the project as follows:
  - Site Preparation: We will present recommendations for methods of site preparation and any remedial measures that may be necessary. These remedial measures may include methods of dewatering the site, densification of soft and loose surficial soils, etc.
  - Groundwater: We will provide recommendations for control of groundwater during construction and on a permanent basis, if necessary.
  - Excavation Characteristics: We will discuss the anticipated methods necessary to achieve excavation of subsurface materials based on the results of the borings.
  - Reuse of Excavated Materials as Structural Fill: We will discuss the suitability of excavated materials for reuse as structural fill based on visual soil classifications.
  - Structural Fill: We will provide recommendations for achieving high density structural fill.
  - Earth Slopes: We will present general recommendations for temporary construction slopes and permanent earth slopes.
  - Earth Pressure: We will provide recommendations for the calculation of design earth pressure on foundation/retaining walls. Recommendations will include equivalent fluid pressures for design purposes.



- Foundation Design: We will provide recommendations for foundation design, including our evaluation of the suitability of shallow foundation support, and the allowable soil bearing pressure for support of shallow foundations. Estimates of settlement will be provided. If an intermediate foundation system (aggregate piers) is necessary, we will provide pertinent recommendations. Development of recommendations for design of a deep foundation system (piles) will likely require supplemental exploration consisting of deeper borings and possibly including rock coring.
  - Seismic Design: Based on the data from the subsurface exploration, we will provide a *Site Class* (International Building Code), mapped spectral response accelerations ( $S_S$ ,  $S_1$ ), and design spectral response accelerations ( $S_{DS}$ ,  $S_{D1}$ ).
  - Slab-on-Grade Design: We will provide design recommendations for slab-on-grade construction, including a suggested modulus of subgrade reaction.
  - Pavement Design: We will provide recommendations for pavement design based on estimated subgrade CBR values and traffic loading information to be provided by the project team.
  - Construction Materials Testing: We will recommend construction materials testing methods for site preparation, foundation excavations, structural fill, etc.
- 5) Appendix: The Appendix will contain test boring records, a test boring plan, laboratory test results, etc.

### SITE SPECIFIC SEISMIC ANALYSIS (OPTIONAL)

As described above, we will provide IBC compliant seismic design parameters based on the subsurface exploration and the mapped spectral response accelerations. Depending on those values and the details of the proposed construction, it may be economically justified to perform more detailed site-specific seismic analysis as described in the following sections.

#### SHEAR WAVE VELOCITY PROFILE ANALYSIS (SWVPA)

Shear Wave Velocity Profile Analysis (SWVPA) can often yield a more favorable site class than would be obtained from standard penetration test (SPT) data. Based on the results of the soil test borings, we will advise you of the potential for obtaining a more favorable Site Class using SWVPA. If necessary and authorized, Geo-Hydro will use multi-channel analysis of surface waves (MASW) to develop a profile of shear wave velocity for the site to a depth of 100 feet. Geo-Hydro will select the Site Class in accordance with the criteria in the IBC. Shear wave velocity is the preferred parameter for determining the site class in accordance with the IBC.

#### PROBABILISTIC SEISMIC HAZARD ANALYSIS (PSHA)

PSHA is a method allowed by the International Building Code (IBC) to determine  $S_S$  and  $S_1$  values in lieu of using published map values provided in IBC. Quite often the values resulting from PSHA are lower than

the IBC map values. Lower values of  $S_S$  and  $S_1$  result in reduced seismic base shear, which can result in structural cost savings.

If authorized, our site specific probabilistic seismic hazard analysis work will include the following:

- We will evaluate the existing seismicity record in the area of the site. We will examine regional geology as it relates to seismic hazard analysis.
- We will perform a probabilistic seismic hazard analysis to estimate the site-specific ground motion response in accordance with IBC 2012 and ASCE 7-10.
- We will report applicable site-specific seismic design parameters based on IBC 2012 including the most recent Georgia Amendments.

### SCHEDULE

After receiving notice-to-proceed (NTP), Geo-Hydro will begin work immediately. Field drilling services will commence within 5 to 7 days of NTP and should be completed in 2 to 3 days, barring inclement weather. Preliminary information will be provided as it becomes available. A complete report will be provided within 2 weeks of completing the field work.

### COST INFORMATION

Based on the Scope of Services outlined above, we will charge the following fees:

Base Scope Tasks	Lump Sum Fee
Geotechnical Exploration and Report	\$8,850
Seismic Analysis (Based on Borings)	Included
Shear Wave Velocity Profile Analysis (optional)	\$1,000
Probabilistic Seismic Hazard Assessment (optional)	\$1,200

In the event that additional work is required beyond the outlined scope of services, we will notify you prior to commencing with any additional work. A fee for additional work will be negotiated.

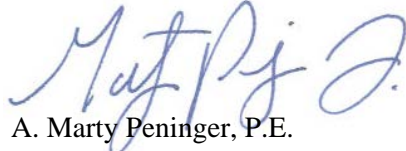
We will backfill borings with soil cuttings after completion and clean up the work areas. Our work may result in some rutting of the ground surface or damage to vegetation. Additionally, stabilization of access trails is not included in our scope of services. If landscape repairs or ground stabilization with straw or other erosion control are necessary, we will hire a landscaping or erosion control subcontractor. Landscape repair or stabilization work will be charged at our cost plus 15 percent. No landscape repair or stabilization work will be performed without prior authorization from the City of Dalton.

\* \* \* \* \*

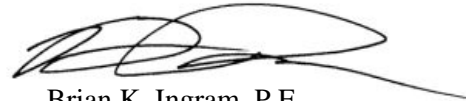
We are pleased to submit this proposal and look forward to working on this project. If you have any questions concerning this proposal or any of our services, please call us.

Sincerely,

GEO-HYDRO ENGINEERS, INC.



A. Marty Peninger, P.E.  
Senior Geotechnical Engineer  
[mpeninger@geohydro.com](mailto:mpeninger@geohydro.com)



Brian K. Ingram, P.E.  
Geotechnical Services Director  
[bingram@geohydro.com](mailto:bingram@geohydro.com)

AMP/BKI/25844.2 - New Aquatic Center - City of Dalton - Geotechnical Proposal

Enclosure

## Underground Utilities Fact Sheet

Geo-Hydro's work often includes drilling below the ground surface to evaluate subsurface materials. One of our biggest concerns is that we may accidentally encounter underground utilities which may create a safety hazard for our personnel and others or result in a loss of service. Location of underground utilities prior to our work is important to all parties. Unfortunately, location of underground utilities is a difficult task, and accurate location of underground utilities is often not possible.

Geo-Hydro is required by Georgia law to contact the Utilities Protection Center (UPC) prior to drilling. The UPC requires at least 72 hours prior notification. The UPC contacts member utilities, and the member utilities dispatch utility locators. Normally the utility locators will not locate underground utilities on private property, and will only locate utilities from the main service line to the property owner's meter. It is not uncommon for utility locators to improperly locate underground utilities for a variety of reasons.

Geo-Hydro requires that the property owner provide clearly marked locations on the ground of any underground utilities in the work area. If necessary, Geo-Hydro can refer the owner to companies that provide underground utility location services. Alternatively, Geo-Hydro can hire the utility location company and pass this cost through to our client.

Private underground utility location companies do not guarantee that they have located all underground utilities or that underground utilities have been accurately located. In fact, some underground utilities (e.g., irrigation lines, non-metallic lines, etc.) simply cannot be located using non-destructive techniques.

Geo-Hydro will make reasonable efforts to avoid damaging underground utilities that are clearly marked in the field. Due to the uncertainties of locating underground utilities, Geo-Hydro cannot be responsible for damage to unmarked underground utilities. Since Geo-Hydro's work is being performed for the benefit of its client, the client must accept the risk that Geo-Hydro's work could result in damage to underground utilities. As such, it is ordinarily the responsibility of Geo-Hydro's client to accept the responsibility for repairing damage to unmarked underground utilities unless that responsibility has clearly been transferred to another party.



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 3/15/2021

**Agenda Item:** Professional Services Agreement with KSi Structural Engineers, LLC for City Owned Parking Deck

**Department:** Public Works

**Requested By:** Megan Elliott

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

**Cost:** \$2,200 (lump sum price)

**Funding Source if Not in Budget** TBD

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

This request is to approve the Professional Services Agreement with KSi Structural Engineers to complete a general condition inspection of the structural components and systems for the existing City Owned Parking Deck. The observation and due diligence report will determine the condition of the visible structural components and systems of the existing parking structure.

The work is to be completed within 5 weeks of the Notice To Proceed.

See attached proposal for additional information about the scope of work.

**CITY OF DALTON  
PUBLIC WORKS DEPARTMENT**

**GENERAL PROFESSIONAL SERVICES AGREEMENT**

THIS GENERAL PROFESSIONAL SERVICES AGREEMENT is made and entered into on this 15 day of March, 20 21 by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and KSi Structural Engineers, LLC, hereinafter referred to as "CONSULTANT".

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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:

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

4. DATE OF COMMENCEMENT: The CONSULTANT shall commence work on the project on March 24, 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 April 28, 20 21.

6. CONTRACT SUM: The CITY shall pay to CONSULTANT the total sum of \$ 2,200.00 Dollars for completion of the Services under 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".

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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 if required for the CONSULTANT'S 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 observed 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 determine the appropriate method, details and means of performing the scope of services provided by this Agreement;
- (j) to exercise the ordinary standard of care in complying with the laws, codes, and regulations applicable to the CONSULTANT's services;
- (k) to exercise diligence and to complete delivery of the scope of services in a timely manner consistent with the exercise of due care;
- (l) 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;
- (m) 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 caused by the willful misconduct or negligent acts, errors or omissions in the performance of the Services hereunder, including reasonable attorneys' fees and expenses and court costs, except to the extent 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 sole 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 below. CONSULTANT shall provide CITY with an ACORD certificate of insurance as evidence of such insurance coverage prior to the commencement date of the Agreement. The required General and Auto Liability insurance policies 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/ general aggregate 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 – Professional Liability policy with a minimum of \$1,000,000.00 per claim and in the aggregate.

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: KS i Structural Engineers, LLC  
1455 L. Puckett Highway East, Suite 260  
Atlanta, Ga 30346

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.

Additionally, CITY shall receive all project 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) **CONSULTANT agrees to provide its Services in a timely manner and as expeditiously as is consistent with the standard of care, so as to cause no delay to the orderly progress of the Project.**

(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.

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’**

17-December-2020 19 February 2021

Public Works Department, City of Dalton  
PO Box 1205 | 535 Elm Street  
Dalton, GA 30722

Parking Deck Due Diligence  
Dalton, Georgia

KSi/Structural Engineers (KSi) is pleased to present this proposal for structural engineering services.

The project consists of due diligence survey for the existing parking deck located in Dalton, Georgia.

Basic structural engineering services (Basic Services) shall include limited scope survey to observe and document the general condition of the structural components and systems of the existing parking deck. The limited walk-through observation is to, in general, discover and document apparent possible deficiencies in the structural components and systems of the existing parking deck that are easily visible. The deliverable will be Due Diligence report that summarizes on-site survey. This cursory visual observation is not intended to represent a peer review or design check, nor verify the adequacy of concealed and un-inspected portions of the structure.

The fee for Basic Services will be a lump sum of \$2,200.

Reimbursable expenses shall include travel, printing for other than in-house coordination set, overnight delivery, and courier service. All reimbursable expenses are included in the above fee.

The above fee does not include any state or local sales, service or other taxes. Any such taxes will be considered as an additional cost and will be added to the above fee.

Our invoices will be presented monthly as the work progresses and are due and payable 30 days after receipt and should be paid on a current basis. Accounts over 60 days past due are subject to accrue interest at the rate of 1.5 percent per month. In the event the default interest rate exceeds the maximum rate of interest allowable by law, the balance owing shall accrue interest until paid, at the maximum allowable interest rate.

As a responsive, highly involved and owner operated professional business, accounts receivable are harmful to the health of our business and hinders our ability to retain quality staff. Therefore current payment is very important to us in maintaining high level of service. KSi reserves the right to terminate work in progress in the event any amount of payment remains unpaid after 90 days after receipt of the invoice. The client agrees to pay all costs of collections, including, but not limited to, attorney's fees and court fees.

The client agrees, to the fullest extent permitted by law, to limit the liability of KSi to the client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of KSi to the client shall not exceed KSi's total fee for services rendered on the project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

If Basic Services covered by this Agreement have not been completed within three months of the date of this proposal, through no fault of the Consultant for this part of the project, extension of the Consultant's services beyond that time shall be considered Additional Services and the amounts of compensation set forth in this Agreement shall be equitably adjusted as agreed in writing by both parties.

If this arrangement is satisfactory, please sign and return one copy of this letter for our files.

---

Adis Bojcic, PE, LEED AP



~~17 December 2020~~ 19 February 2021

ACCEPTED: KSi/Structural Engineers

Date

---

ACCEPTED: Public Works Department, City of Dalton

Date

**KSi Standard Hourly Rates 2020**

Senior Principal	\$260.00
Principal	\$190.00
Senior Engineer	\$160.00
Professional Engineer	\$130.00
Staff Engineer	\$100.00
Drafting Manager	\$150.00
Senior Drafter	\$105.00
Drafter	\$ 90.00
Office Manager	\$110.00
Administrative Assistant	\$ 75.00

Parking Deck Due Diligence

17 December 2020



## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 3/15/2021

**Agenda Item:** Professional Services Agreement with Goodwyn Mills Cawood (GMC) for Civil Design Services for Market Street

**Department:** Public Works

**Requested By:** Megan Elliott

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

**Cost:** \$314,240.00 (Not To Exceed)

**Funding Source if Not in Budget** 2021 Bond Issue Project

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

This request is to approve the Professional Services Agreement with Goodwyn Mills Cawood (GMC) for design services for Market Street. A full civil site design package will be required to let this project to construction. The scope of the project includes providing surveying, permitting and design services for reconfiguring Market St. to a streetscape type roadway, installing new traffic signals at the intersection of Market St. and Walnut Ave. and reconstructing an existing back access road to provide inter-parcel connectivity and traffic management for Market St. and Walnut Ave. See attached Appendix B for the Project Work Limits.

The civil site design package will be completed by GMC at a cost not to exceed \$314,240.00.

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 15 day of March, 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 March 23, 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 July 31, 20 21.

6. CONTRACT SUM: The CITY shall pay to CONSULTANT the total sum of \$ 314,240.00 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 Rd NW  
Suite 350  
Atlanta, GA 30339

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

[www.gmcnetwork.com](http://www.gmcnetwork.com)

Mr. Andrew Parker, PE  
Public Works Director  
City of Dalton  
P.O. Box 1205  
535 Elm Street  
Dalton, Georgia 30722

March 10, 2021

**RE: Professional Design Services for Market St. and Retail Access Road**

Dear Mr. Parker,

GMC is pleased to submit to the City of Dalton a proposal for Professional Design Services for streetscape improvements to Market Street, its extension for a future new road (known as Option D) through the current Outlet Store and a reconstructed back access road located behind the restaurants of Panda Express and KFC. Outlined below is our understanding of the scope of work and required services to successfully deliver the project.

**Scope of Work**

In general, this project includes providing surveying, permitting, and design services for reconfiguring Market St. to a streetscape type roadway, installing new traffic signals at the intersection of Market St. and Walnut Ave. and reconstructing an existing back access road to provide inter-parcel connectivity and traffic management for Market St. and for Walnut Ave. (see Appendix B for project map locations). This scope of work is based on preliminary designs furnished to the City. In an effort to move this project forward our team has made several assumptions regarding the project footprints and established a baseline for anticipated costs to complete the project.

- The City of Dalton will acquire all right of way and easements
- GMC will perform SUE Level C utility locate
- No irrigation design will be required
- Bioswale and green initiatives will be utilized where feasible
- The City of Dalton will pay for all permits
- The City of Dalton will be responsible for future street and ped lighting and the associated design of such.
- All existing underground utilities may stay where located unless design avoidance requires adjustments. Any reasonable relocation will be coordinated with the City and utility companies as necessary.
- GMC will coordinate with overhead utilities for placing their facilities underground. GMC is not responsible of the design of these utilities being placed underground, nor any associated re-attachment of services to existing property owners.
- City of Dalton will furnish to GMC and it's sub-consultants any data for utilities, storm water, GIS data, etc. to facilitate design.
- GMC will design the project with the understanding that local funding will be utilized. Should State or Federal funding be necessary, additional items of





work related to the funding source(s) may be required. These additional items of work can be performed under an agreed upon contract amendment.

- GMC will perform all design in accordance with the latest GDOT and AASHTO standards unless specified by the City otherwise.
- GMC will coordinate with the City of Dalton for the design and construction of various bio-swells and green infrastructure.
- GMC will coordinate with Dalton Utilities to ensure proper coordination throughout the project.
- GMC will coordinate street lighting based on locations selected by the City of Dalton and Dalton Utilities. All street light to be provided by Dalton Utilities.
- GMC will perform design coordination of the overhead utilities move to underground utilities. The work will be directed and specified by Dalton Utilities. GMC will depict on the construction documents the location of the electrical power conduit as directed by Dalton Utilities. Dalton Utilities will also perform all services related to installing the underground power.

### **Additional Services**

At this time, we understand that the City is considering services from GMC to provide full-time construction inspection and material testing for these projects. If the City chooses to pursue these additional services, GMC will utilize the City's and GDOT's means and methods to assure quality control of the project while being constructed.

### **Scope of Services**

See Appendix A

### **Project Delivery Schedule**

GMC will establish a goal of completing the construction documents by the end of August – based on a mid-March release. We request the City of Dalton team understand that this is an aggressive design schedule and assumes minimal delays during the design process. Our team will communicate regularly with the city leadership if any challenge arises. Further, we would recommend the city consider an early release package for the underground utilities – this would allow ground breaking and construction to begin late summer / early Fall.

### **Fee**

GMC's fee for the performance of these services will be a fixed fee not to exceed for each project unless additional services are requested and authorized by the City. The fee breakdown is as follows:

#### **Market Street Design Services (Including Mall Access Road)**

Survey Cost (Field Work and Topo Drafting)	\$ 9,800.00
Survey Cost (ROW Parcel Maps & Descriptions)	\$ 3,800.00
Geotechnical (Pvmt Cores, Pvmt Recommendations)	\$ 13,990.00
MS4 Pre/Post Stormwater Design & LID/GI Design	\$ 5,350.00
Construction Plans	\$ 188,750.00
- Roadway Streetscape Plans	
- Landscaping Plans	
- Signal Modification Plans	
- Erosion Control Plans & NPDES NOI	
- Drainage and Utility Coordination	
- Construction Engineering & Submittal Review	



Overhead Power Relocation Design	\$23,000.00
Bidding Services	\$ 5,000.00
<b>TOTAL:</b>	<b>\$ 249,690.00</b>

**Add Services: Retail Access Road**

Survey Cost (Field Work and Topo Drafting)	\$ 1,800.00
Survey Cost (ROW Parcel Maps & Descriptions)	\$ 1,600.00
Geotechnical (Pvmt Cores, Pvmt Recommendations)	\$ 2,000.00
MS4 Pre/Post Stormwater Design & LID/GI Design	\$ 1,650.00
Construction Plans	\$ 51,000.00
- Roadway Streetscape Plans	
- Erosion Control Plans & NPDES NOI	
- Landscaping plans	
- Construction Engineering & Submittal Review	
<b>TOTAL:</b>	<b>\$ 58,050.00</b>

**Wetland Delineation – Rear Access & Round-about**

Wetland Delineation (Appendix E)	\$6,500.00
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**TOTAL COST** **\$314,240.00**

**Project Estimated Construction Cost**

We have included in Attachments C and D our estimated construction cost for each of these projects for your reference as we understand the current scope of work.

Again, thank you for considering Goodwyn Mills and Cawood for this professional design services. If you have any questions or would like to discuss this further, please do not hesitate to contact me.

Sincerely,

Jim Teel  
Regional Vice President - Georgia

APPROVED SIGNATURE:

Authorized City of Dalton Official	Title	Date
------------------------------------	-------	------

Print Name

## 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.~~ ME 3/12/2021

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.~~ ME 3/12/2021

## 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.



## Appendix A

### SCOPE OF SERVICES FOR CITY OF DALTON BY GOODWYN MILLS AND CAWOOD

#### Goodwyn Mills Cawood

6120 Powers Ferry Rd NW  
Suite 350  
Atlanta, GA 30339

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

[www.gmcnetwork.com](http://www.gmcnetwork.com)

#### MARKET STREET WITH EXTENSION SIDE ROAD AND BACK ACCESS ROAD

##### PROJECT KICK-OFF

Once selected, GMC shall begin the project with an initial kick-off meeting with the City and any other interested parties within 10 days of the notice to proceed to discuss project particulars related to the City's approved preliminary layout of the project limits. Following the meeting, GMC shall provide a detailed schedule along with pertinent milestones for all design and permitting phases of the project at the meeting.

##### TRAFFIC SIGNAL DESIGN

GMC will utilize the traffic study dated August 24, 2020 that was conducted for the City's Gateway Corridor Plan for Walnut Ave. This report will be utilized for the upgrade of the traffic signal system at the intersection of Market Street and Walnut Avenue/SR52.

GMC will coordinate with the City and GDOT for obtaining the necessary traffic signal permit and access for Walnut St.

##### SURVEY

GMC shall be responsible for establishing reference benchmarks, including temporary benchmarks, and base line identified on the construction drawings, along with marking and locating all easements and right of ways for the project.

The Survey shall utilize a coordinate system based on the Georgia State Plane Coordinate System, East Zone, North American Datum of 1983 (NAD 83). Elevations shown shall be based on the North American Vertical Datum of 1988 (NAVD 88). All measurements and coordinates shown shall use the U.S. Survey Foot definition.

GMC shall prepare all recordable plats covering properties in which public easements or rights-of-way to be acquired by the City for the project. All plats shall be stamped with a seal and signed by a Land Surveyor registered in the State of Georgia.

Based upon the approved concept design, GMC shall perform the following surveying tasks:

- Conduct a property boundary survey to identify and map the existing City right of way along the anticipated project limits consisting of lines and corners of adjacent tracts of land as per existing plan research, deed descriptions, and existing ground markers/evidence. Work shall include at a minimum running a basic field traverse, review of existing record deeds and plats, calculations and analysis



of all evidence found, establishment of lines, and preparation of a plat which encompasses the project limits at a suitable scale and size for recording purposes in accordance with State standards. The surveyor shall prepare a boundary plat depicting the necessary road right-of-way that will be required to construct the project (footprint). The plat will be prepared in accordance with the City of Dalton Standards as directed by the City. GMC shall anticipate up to 2 reviews and revisions in order to finalize and approve the plat.

- Prepare a topographic survey encompassing the project limits for use in planning and engineering design for the project. All existing utilities within the project limits will be located and base mapping will be forwarded to each utility company for confirmation and preparation of plans for any relocations that may be necessary as a result of the project. All information received from the utility companies will be added to the topographic survey. An individual tree survey is not required however, limits of wooded areas shall be delineated. Known visible drainage and any other structures located within the project limits will also be included in the topographic survey.
- Prepare an existing base map plan depicting the existing and proposed road right of way that will be required to construct the project. The plan shall include all information collected as part of the boundary and topographic work described above. All data shall be formatted in layers and coordinated with the City of Dalton GIS Department so that multiple variations of base map information can easily be produced. The plat will be prepared in accordance with the City of Dalton format standards and State requirements. GMC shall anticipate up to 2 reviews and revisions in order to finalize the map.
- It is anticipated that up to ten (10) separate parcel plats will be required in order to obtain the necessary right-of-way for the construction of the project. The right-of-way and parcels shall be staked one time as part of this agreement.
- Environmental mapping is not anticipated within the project limits at this time. Should it be determined that such services will be required, GMC shall provide a proposal for the additional work associated with same.

## **DESIGN – ROADWAY, LANDSCAPE, GEOTECHNICAL SERVICES AND EROSION CONTROL**

Following the approval of the concept design and subsequent survey, GMC shall prepare construction plans for the proposed project. The plans shall be designed in accordance with all applicable City of Dalton, GDOT, AASHTO, and MUTCD design specifications and details for the development of the project. The draft plans shall be submitted to the City for review and comment when approximately 75%





complete. As part of the 75% review the City shall approve the proposed project footprint at which time GMC shall begin the necessary survey and preparation of right of way plats as described above. Consultant shall prepare a complete set of contract documents and specifications suitable for bidding purposes for the project. Final plans along with the necessary right of way plats shall be provided for review and final approval. GMC shall anticipate up to 2 reviews and revisions in order to finalize and approve the plans.

- GMC will perform a sufficient number of borings to prepare a corresponding report of findings/pavement design recommendations to be utilized in the project. The report shall include the laboratory tests of the soil samples as well as a soils survey report prepared by registered Georgia Professional Engineer.
- GMC shall perform an analysis of all onsite drainage and design the necessary structures and piping to convey storm water through the project limits. Evaluation of offsite drainage is not required except to the extent necessary to ensure that adequate capacity is provided within the project limits to handle the anticipated flows.
- GMC will review the project site to determine if wetlands are located within the limits of the project. GMC shall make a site visit and mark any wetlands within and adjacent to the project limits.
- A quantity take-off and construction cost estimate at both the 75% and final plan review phases shall be prepared and submitted for review.
- Technical specifications for the project shall be prepared in accordance with the latest City and GDOT specifications and guidelines. The contract for the project shall follow the City's guidelines at the direction of the City Engineer.

The construction plans (at a suitable scale) shall contain at a minimum the following:

- Cover Sheet with location plan and project information.
- General Notes Sheet with legends.
- Existing Conditions Sheets with existing utilities, boundary and topographic survey.
- Layout and Staking Plan Sheets.
- Plan and Profile Plan Sheets.
- Utility Relocation Plan Sheets, if necessary.
- Grading and Drainage Plan Sheets.
- Cross Sections Sheets at 50 foot intervals along each roadway
- Pavement Markings and Signage Plan Sheets.





- Landscaping Plan and Details Sheet shall be prepared for Market St. and the City shall review the plan at the 75% completion phase.
- Staging Plan Sheets showing work areas and a narrative of the plan.
- Erosion Control Plan Sheets utilizing standard GDOT details, notes, and symbols. Plans shall be suitable for submission to outside agencies as needed for permitting purposes.
- Construction Details Sheets including standard GDOT details along with typical sections and special details as necessary for the project.

## **PERMITS**

GMC shall prepare and submit all required and necessary plans and documents to the proper agencies and obtain all necessary permits before construction. The City shall be responsible for the payment of all associated fees. GMC shall be responsible to respond to all inquiries/comments from the outside permitting agencies and to make the appropriate revisions to the plans as required. The City shall assist where necessary. Permitting shall include the following:

- Soil Erosion Sediment Control Permit in compliance with the requirements of the Permit to Discharge Storm Water Associated with Construction Activity including the preparation of a Comprehensive Monitoring Plan. GMC shall provide the necessary 7 day compliance letter.
- NPDES NOI to the State including a certification that the ES&PCP has been prepared in accordance with the General Permit.

## **BID PHASE SERVICES**

- Prepare bid advertisement to be submitted by the City for soliciting bids for the project.
- Prepare all contract documents and assemble bid packages.
- Conduct one pre-bid meeting with sign-in sheet, prepare meeting memorandum and distribute to all attendees.
- Respond to all contractor inquiries.
- Conduct bid opening meeting and prepare bid tabulation along with recommendation of award.

## **ADDITIONAL SERVICES**

GMC shall provide the additional services as requested by the City. The estimated fees listed in Attachments C and D are based on a percentage of the estimated construction cost. Once the project proceeds with design and a construction timeframe can be more accurately determined, these fees can be adjusted to reflect actual construction requirements.

Construction Inspection

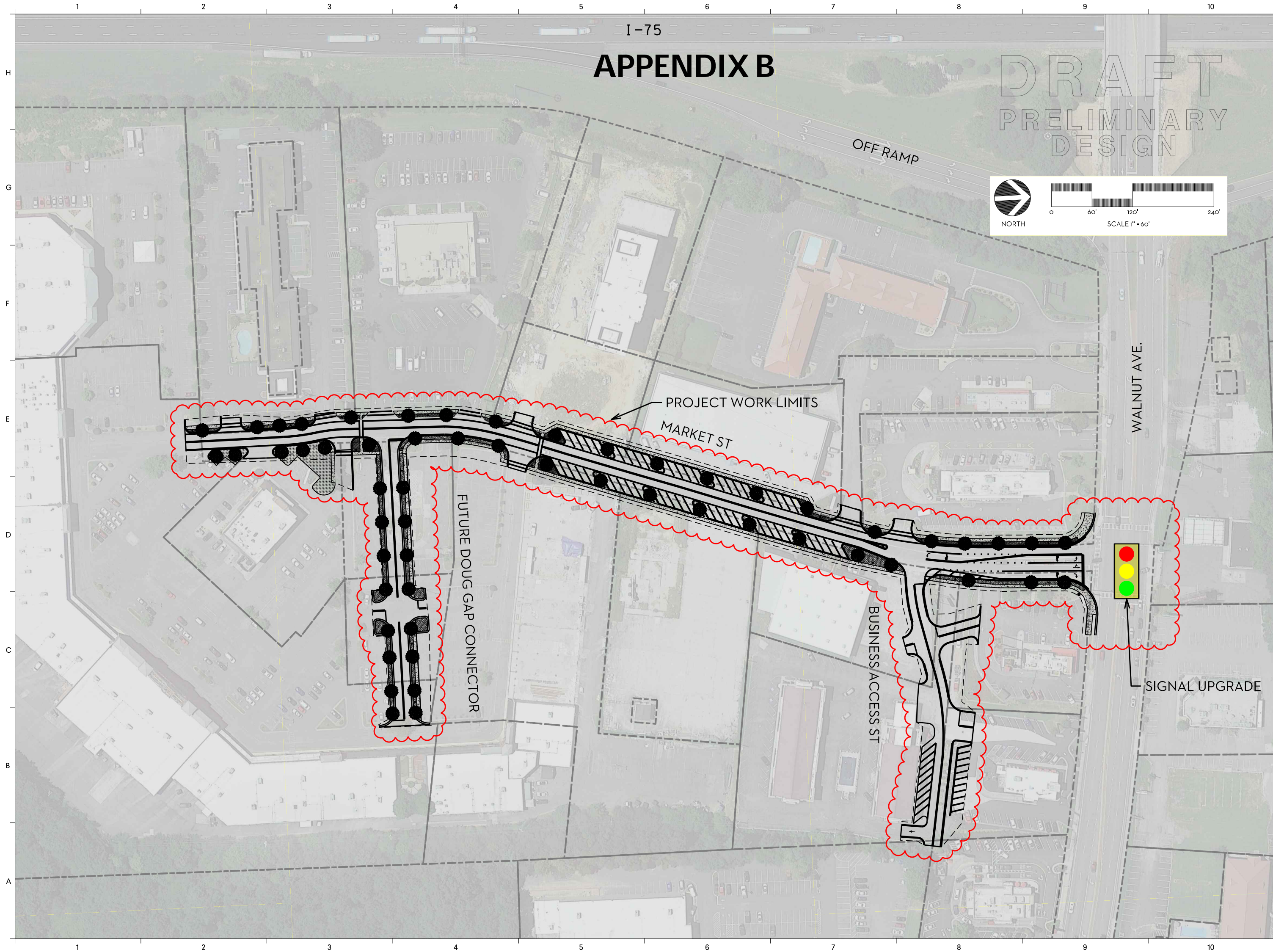


- Schedule and attend a pre-construction meeting, prepare meeting memorandum and distribute to all attendees.
- Review and approve material data, shop drawings, and construction schedules provided by the Contractor and sub-contractors.
- Provide construction inspection and monitoring to ascertain that the work is being done in substantial conformance with the contract documents.
- Review Contractor's pay request and prepare payment recommendation to the City.

#### Materials Testing

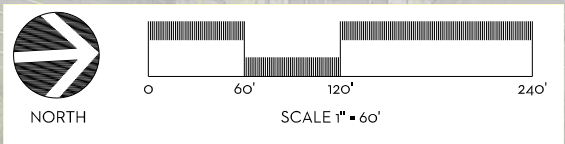
- Provide material testing and monitoring to ascertain that the work is being done in substantial conformance with the contract documents, plans and specifications.





# APPENDIX B

DRAFT  
PRELIMINARY  
DESIGN



**MARKET STREET  
STREETSCAPE IMPROVEMENTS**

**PROJECT SCOPE LIMITS**

GATEWAY CORRIDOR  
IMPROVEMENT PLAN  
DALTON, GA

ISSUE	DATE
PRELIMINARY CONCEPT	09.21.2020
NOT FOR CONSTRUCTION	

6120 Powers Ferry Road NW, Suite 350  
Atlanta, GA 30339  
T 770.952.2481  
GMCNETWORK.COM



LATL200002



## APPENDIX C

TOTAL	ITEM	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	A-110-537-30	EA	NPDES PERMITS, INCL NOI, NOT, RECORD KEEPING & REPORTING TO GA EPD	\$5,000.00	\$5,000.00
1	009-2000	LS	LANDSCAPE	\$155,000.00	\$155,000.00
1	150-1000	LS	TRAFFIC CONTROL -	\$164,000.00	\$164,000.00
1	151-1000	LS	MOBILIZATION -	\$90,000.00	\$90,000.00
20	163-0550	EA	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP - FILTER BLANKET	\$400.00	\$8,000.00
20	163-0550	EA	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP - PIGS-N-BLANKET	\$350.00	\$7,000.00
500	165-0010	LF	MAINTENANCE OF TEMPORARY SILT FENCE, TP A	\$0.25	\$125.00
22	165-0105	EA	MAINTENANCE OF INLET SEDIMENT TRAP	\$200.00	\$4,400.00
1	167-1500	MO	WATER QUALITY INSPECTIONS	\$5,000.00	\$5,000.00
3	169-0005	EA	BIORETENTION BASIN	\$30,000.00	\$90,000.00
500	171-0010	LF	TEMPORARY SILT FENCE, TYPE A	\$4.00	\$2,000.00
685	207-0203	CY	FOUND BK FILL MATL, TP II	\$85.00	\$58,225.00
1	210-0100	LS	GRADING COMPLETE -	\$50,000.00	\$50,000.00
900	206-0002	CY	BORROW EXCAV, INCL MATL	\$25.00	\$22,500.00
290	213-1000	CY	SAND BACKFILL	\$50.00	\$14,500.00
1125	310-1101	TN	GR AGGR BASE CRS, INCL MATL	\$50.00	\$56,250.00
100	402-1812	TN	RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME	\$125.00	\$12,500.00
775	402-3130	TN	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	\$125.00	\$96,875.00
550	402-4605	TN	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL HIGHLY MODIFIED POLYMER BITUM MATL & H LIME	\$125.00	\$68,750.00
925	413-0750	GL	TACK COAT	\$4.00	\$3,700.00
5700	432-0206	SY	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	\$12.00	\$68,400.00
1750	441-0104	SY	CONC SIDEWALK, 4 IN	\$55.00	\$96,250.00
5500	441-6012	LF	CONC CURB & GUTTER, 6 IN X 24 IN, TP 2	\$30.00	\$165,000.00
10	500-3101	CY	CLASS A CONCRETE	\$500.00	\$5,000.00
185	500-9999	CY	CLASS B CONC, BASE OR PVMT WIDENING	\$300.00	\$55,500.00
1350	550-1240	LF	STORM DRAIN PIPE, 24 IN, H 1-10	\$70.00	\$94,500.00
10	600-0001	CY	FLOWABLE FILL	\$300.00	\$3,000.00
3810	610-0355	LF	REM CONC CURB & GUTTER ALL SIZES	\$10.00	\$38,100.00
925	610-2700	SY	REM CONCRETE	\$13.50	\$12,487.50
500	610-2815	SY	REM CONC SIDEWALK	\$12.00	\$6,000.00
7	610-5715	EA	REM CATCH BASIN, DROP INLET OR JCT BOX	\$700.00	\$4,900.00
63	636-1036	SF	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	\$20.00	\$1,260.00
98	636-2070	LF	GALV STEEL POSTS, TP 7	\$15.00	\$1,470.00
1	647-1000	LS	TRAFFIC SIGNAL INSTALLATION NO - 1	\$250,000.00	\$250,000.00
3	653-0120	EA	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	\$100.00	\$300.00
3	653-0210	EA	THERMOPLASTIC PVMT MARKING, WORD, TP 1	\$150.00	\$450.00
1	653-2501	LM	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	\$3,500.00	\$3,500.00
1	653-2502	LM	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	\$3,500.00	\$3,500.00
125	653-3501	GLF	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, WHITE	\$1.00	\$125.00
75	653-6004	SY	THERMOPLASTIC TRAF STRIPING, WHITE	\$6.00	\$450.00
750	653-6006	SY	THERMOPLASTIC TRAF STRIPING, YELLOW	\$6.00	\$4,500.00
190	654-1001	EA	RAISED PVMT MARKERS TP 1	\$6.00	\$1,140.00
20	654-1003	EA	RAISED PVMT MARKERS TP 3	\$6.00	\$120.00
22	668-1100	EA	CATCH BASIN, GP 1	\$5,000.00	\$110,000.00
5	668-4300	EA	STORM SEWER MANHOLE, TP 1	\$5,000.00	\$25,000.00
2500	682-6222	LF	CONDUIT, NONMETL, TP 2, 2 IN	\$4.00	\$10,000.00
400	682-6322	LF	CONDUIT, ENCASED, TP 1, 2 IN 2-WAY	\$30.00	\$12,000.00
400	682-7061	LF	CONDUIT DUCT BANK, TYPE 2	\$65.00	\$26,000.00
CONSTRUCTION SUBTOTAL					\$1,912,777.50
CONTINGENCY					\$191,277.75
MARKET STREET IMPROVEMENTS CONSTRUCTION TOTAL					\$2,104,055.25
(1) ESTIMATE ASSUMES UTILITY RELOCATION COST FOR UNDERGROUND WATER, SEWER & GAS WILL BE MINIMAL					
(2) ESTIMATE DOES NOT INCLUDE UTILITY COSTS RELATED TO RELOCATING POWER & COMMUNICATION LINES					
(3) ESTIMATE DOES NOT INCLUDE COSTS RELATED TO ACQUIRING RIGHT-OF-WAY OR EASEMENTS					
(4) ESTIMATE DOES NOT INCLUDE COSTS RELATED TO THE INSTALLATION OF LIGHTING FIXTURES					

## APPENDIX D

TOTAL	ITEM	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	A-110-537-30	EA	NPDES PERMITS, INCL NOI, NOT, RECORD KEEPING & REPORTING TO GA EPD	\$5,000.00	\$5.00
1	150-1000	LS	TRAFFIC CONTROL -	\$30,000.00	\$30.00
1	151-1000	LS	MOBILIZATION -	\$45,000.00	\$45.00
4	163-0550	EA	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP - FILTER BLANKET	\$400.00	\$1.60
4	163-0550	EA	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP - PIGS-N-BLANKET	\$350.00	\$1.40
400	165-0010	LF	MAINTENANCE OF TEMPORARY SILT FENCE, TP A	\$0.25	\$10
8	165-0105	EA	MAINTENANCE OF INLET SEDIMENT TRAP	\$200.00	\$1.60
1	167-1500	MO	WATER QUALITY INSPECTIONS	\$5,000.00	\$5.00
1	169-0005	EA	BIORETENTION BASIN	\$30,000.00	\$30.00
400	171-0010	LF	TEMPORARY SILT FENCE, TYPE A	\$4.00	\$1.60
400	206-0002	CY	BORROW EXCAV, INCL MATL	\$25.00	\$10.00
200	207-0203	CY	FOUND BK FILL MATL, TP II	\$85.00	\$17.00
1	210-0100	LS	GRADING COMPLETE -	\$40,000.00	\$40.00
625	310-1101	TN	GR AGGR BASE CRS, INCL MATL	\$50.00	\$31.25
50	402-1812	TN	RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME	\$125.00	\$6.25
200	402-3130	TN	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	\$125.00	\$25.00
375	402-4605	TN	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL HIGHLY MODIFIED POLYMER BITUM MATL & H LIME	\$125.00	\$46.87
350	413-0750	GL	TACK COAT	\$4.00	\$1.40
1200	441-6012	LF	CONC CURB & GUTTER, 6 IN X 24 IN, TP 2	\$30.00	\$36.00
70	500-3002	CY	CLASS AA CONCRETE	\$1,500.00	\$105.00
120	500-3110	LF	CLASS A CONCRETE, TYPE P1, RETAINING WALL	\$650.00	\$78.00
50	500-9999	CY	CLASS B CONC, BASE OR PVMT WIDENING	\$300.00	\$15.00
6200	511-1000	LB	BAR REINF STEEL	\$3.50	\$21.70
300	550-1240	LF	STORM DRAIN PIPE, 24 IN, H 1-10	\$70.00	\$21.00
350	610-0355	LF	REM CONC CURB & GUTTER ALL SIZES	\$10.00	\$3.50
1	610-9005	LS	REM PORTIONS OF EXISTING RETAINING WALL -	\$20,000.00	\$20.00
3	653-0110	EA	THERMOPLASTIC PVMT MARKING, ARROW, TP 1	\$100.00	\$30
1	653-2501	LM	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	\$3,500.00	\$3.50
1	653-2502	LM	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	\$3,500.00	\$3.50
100	653-6004	SY	THERMOPLASTIC TRAF STRIPING, WHITE	\$6.00	\$60
15	654-1001	EA	RAISED PVMT MARKERS TP 1	\$6.00	\$9
6	668-1100	EA	CATCH BASIN, GP 1	\$5,000.00	\$30.00
2	668-4300	EA	STORM SEWER MANHOLE, TP 1	\$5,000.00	\$10.00
225	700-9300	SY	SOD	\$15.00	\$3.37
CONSTRUCTION SUBTOTAL					\$650,640
CONTINGENCY					\$65,064
BUSINESS ACCESS / SIDE STREET IMPROVEMENTS CONSTRUCTION TOTAL					<b>\$715,704</b>
(1) ESTIMATE ASSUMES UTILITY RELOCATION COST FOR UNDERGROUND WATER, SEWER & GAS WILL BE MINIMAL					
(2) ESTIMATE DOES NOT INCLUDE UTILITY COSTS RELATED TO RELOCATING POWER & COMMUNICATION LINES					
(3) ESTIMATE DOES NOT INCLUDE COSTS RELATED TO ACQUIRING RIGHT-OF-WAY OR EASEMENTS					



**Goodwyn Mills Cawood**

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Atlanta, GA 30339

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F (770) 955-1064

www.gmcnetwork.com

February 10, 2021

Jason Parker  
City Administrator  
Dalton, Georgia

**RE: Waters of the U.S. Delineation  
Gateway Corridor Improvement Project  
Dalton, Georgia**

To Whom this may Concern:

Goodwyn, Mills & Cawood, (GMC) is pleased to have this opportunity to offer our environmental consulting services. We have prepared this scope and proposal based on previous discussions and our professional opinion as to the scope of work that will be required in order to delineate jurisdictional areas located on site.

**New Connector Road from Market Street to Dug Gap Road**

GMC is prepared to conduct all fieldwork necessary to delineate, survey, and map jurisdictional areas located on the new access road property (including streams, wetlands, and springs). The delineation will be conducted in accordance with the 2010 Regional Supplement to the U.S. Army Corps of Engineers Wetland Delineation Manual: Eastern Mountains and Piedmont Region (Version 2.0). 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). It is expected that the delineation can be completed for a lump sum of **\$6,000** and can be completed within 2-3 weeks of notice to proceed.

The scope of work does not include submittal of the findings to the U.S. Army Corps of Engineers (USACE). The confirmation of the delineation is best suited to be submitted during the permit process (if necessary). Although unlikely, the USACE could determine additional jurisdictional areas on the property. The scope of this proposal does not include any wetland permitting, required mitigation, or regulatory concurrence (U.S. Fish and Wildlife, State Historical Preservation Officer, etc.).

We appreciate the opportunity to work with you over the course of this project, and trust our proposal is consistent with your expectations. If you agree to the terms set forth above, please indicate your acceptance by signing the Notice to Proceed below and returning it at your convenience. We are prepared to begin immediately upon delivery of the signed proposal.

Sincerely,

Brittany Israel, PE  
Environmental Engineer

Approved:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



### Roundabout at Dug Gap Road

GMC is prepared to conduct all fieldwork necessary to delineate, survey, and map jurisdictional areas located near the roundabout property (including streams, wetlands, and springs). The delineation will be conducted in accordance with the 2010 Regional Supplement to the U.S. Army Corps of Engineers Wetland Delineation Manual: Eastern Mountains and Piedmont Region (Version 2.0). 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). It is expected that the delineation can be completed for a lump sum of **\$2,000** and can be completed within 2-3 weeks of notice to proceed.

The scope of work does not include submittal of the findings to the U.S. Army Corps of Engineers (USACE). The confirmation of the delineation is best suited to be submitted during the permit process (if necessary). Although unlikely, the USACE could determine additional jurisdictional areas on the property. The scope of this proposal does not include any wetland permitting, required mitigation, or regulatory concurrence (U.S. Fish and Wildlife, State Historical Preservation Officer, etc.).

If the delineation can be completed under one scope of service (Property included in both the New Connector Road and Roundabout at Dug Gap Road) the fee for all fieldwork necessary to delineate, survey, and map jurisdictional areas can be performed for the reduced lump sum fee of **\$6,500**.

We appreciate the opportunity to work with you over the course of this project, and trust our proposal is consistent with your expectations. If you agree to the terms set forth above, please indicate your acceptance by signing the Notice to Proceed below and returning it at your convenience. We are prepared to begin immediately upon delivery of the signed proposal.

Sincerely,

Brittany Israel, PE  
Environmental Engineer

Approved:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date