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## PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT made by and between Southeastern Engineering, Inc., and the client identified herein, provides for the following Professional Engineering Services under the Scope of Services section of this agreement

CLIENT: City of Dalton  
P. Andrew Parker, PE  
Assistant Public Works Director  
535 Elm Street  
Dalton, GA 30722  
[aparker@cityofdalton-ga.gov](mailto:aparker@cityofdalton-ga.gov)

PROJECT NAME: Engineering Services for Guardrail Design at Four Locations in the City of Dalton

### PROJECT UNDERSTANDING

SEI understands that City of Dalton needs engineering services for a guardrail placement and/or replacement at four locations in the Dalton City limits. New guardrail will be added at West Emery Street and along portions of Abutment Road. Guardrail will be replaced and brought up to the most current GDOT standards on South Hamilton Avenue, South Thornton Avenue and portions of Abutment Road.

### SCOPE OF SERVICES

#### **Task 1 – Coordination with Lowery & Associates on Survey Processing**

SEI understands that Lowery & Associates will survey all four locations and will delivered to SEI in AutoCAD format similar to how the Crown Archives Drainage Study was handled. SEI will convert the AutoCAD files into MicroStation and InRoads for the guardrail design. It is assumed that any required utility locates or property resolution will be handled by Lowery & Associates.

#### **Task 2 – Roadway Design for Guardrail Placement and/or Replacement at Four Locations**

SEI to provide engineering design for a set of roadway plans that will be used for a guardrail replacement project along sections of South Hamilton Street, South Thornton Avenue, West Emery Street and Abutment Road as out lined below:

- South Hamilton Street – 730 LF of guardrail replacement on the east side of the road
- South Thornton Avenue – 280 LF of guardrail replacement on both sides of the road
- West Emery Street – 100 LF of new guardrail on the south side of the road
- Abutment Road – 100 LF new and 120 LF replacement of guardrail on east side of the road

City of Dalton Public Works Department intends to provide plans to a guardrail contractor to get a construction price for the guardrail placement/replacement. The SEI design will use the latest GDOT

guardrail standards for new 31-inch required standard guardrail height. The new GDOT guardrail standards that will be used are:

- 4380 – W Beam Guardrail 31-inch Guardrail Height
- 4381 – Post and Offset Blocks for W & T Beam Guardrail
- 4382 – Guardrail Connection at Bridge End or Concrete Barrier for 31-inch High Guardrail
- 4383 – Guardrail Anchorage Type 1 31-inch Guardrail Height
- 4384 – Guardrail Terminals, Type 12A, 12B and 12C for 31-inch Guardrail Height
- 4385 – T Beam Guardrail connection to 31-inch Height W Beam
- 4390 – W Beam Guardrail Transition 27-inch Guardrail to 31-inch Guardrail Height
- 4948A – Concrete Side Barrier Types 7-C, 7-R, 7-T, 7-W

The location of the proposed guardrail will be generally in the same location as the existing guardrail throughout the each of the locations project limits. For the T-Beam attaching to the existing wall on Abutment Road, it is assumed that the new 31-inch W Beam will transition to T-Beam based on GDOT Standard 4385 and that the T-Beam will be attached to the existing wall per GDOT Standard 4382. SEI has not included any structural components of design within its scope of services. It is assumed that two additional holes will be drilled into the existing wall end based on hole location provided by GDOT Standard 4948A above the existing holes for the T Beam attachment to the wall.

The roadway design plans will include:

- Cover Sheet
- Typical Section Sheet
- Detailed Estimate
- Construction Plans
- Erosion Control Plans
- GDOT Guardrail Standards

Anticipated GDOT Pay Items to be use are:

- 163-0232 (acre) – Temporary Grassing
- 163-0240 (ton) – Mulch
- 165-0030 (liner feet) – Maintenance of Temporary Silt Fence, Type C
- 171-0030 (liner feet) – Temporary Silt Fence, Type C
- 210-0100 (lump sum) – Grading Complete
- 641-1100 (liner feet) – Guardrail Type T Beam
- 641-1200 (linear feet) – Guardrail Type W Beam
- 641-5001 (each) – Guardrail Anchor Type 1
- 641-5015 (each) – Guardrail Terminal, Type 12A, 31-inch, Tangent, Energy-Absorbing
- 700-6910 (acre) – Permanent Grassing
- 700-7000 (ton) – Agricultural Lime
- 700-8000 (ton) – Fertilizer Mixed Grade
- 700-8100 (pound) – Fertilizer Nitrogen Content

### Task 3 – Contract Administration

SEI will assemble all the necessary contract documents required to solicit unit-cost-bid-quotes from qualified guardrail contractors.

### COMPENSATION

| PROFESSIONAL FEES   |                    |   |          |
|---|--------------------|---|----------|
| Description   | Task Subtotal      | Billed  | Initials |
| <b>Task 1 – Coordination with Lowery &amp; Associates on Survey Processing</b>              | <b>\$1,500.00</b>  | <b>Monthly, %<br/>Complete of<br/>Lump Sum</b>  |          |
| <b>Task 2 – Roadway Design for Guardrail Placement and/or Replacement at Four Locations</b> | <b>\$15,000.00</b> | <b>Monthly, %<br/>Complete of<br/>Lump Sum</b>  |          |
| <b>Task 3 – Contract Administration</b>   | <b>\$5,000.00</b>  | <b>Monthly, %<br/>Complete of<br/>Lump Sum</b>  |          |
| <b>Miscellaneous Services</b>   | <b>\$10,000.00</b> | <b>Monthly, %<br/>complete of<br/>Allowance</b> |          |
| <b>Total</b>  | <b>\$31,500.00</b> | <b>Monthly, %<br/>Complete of<br/>Lump Sum</b>  |          |

### SCHEDULE

SEI can initiate work on this project immediately upon notice to proceed. SEI will provide a schedule with regular updates and will have all information delivered to the client in advance of submission to the jurisdiction.

Direct expenses are not included in the fees subtotaled in the above table. Direct expenses not furnished directly by SEI will be billed at cost and may include but are not limited to special fees, permits, insurance, etc., printing and photographic reproduction, sub-contractors, rental of equipment and vehicles, shipping/transportation, meals and lodging, bonds, laboratory testing and supplies. Exclusions to the contract are noted in Attachment A.

SEI will cease work and notify you as soon as possible if additional professional services are required beyond the scope of work defined in the Scope of Services section above. Additional services will be billed according to the Rate Scheduled in Attachment B.

Payment is due upon receipt of invoice. Finance charges of one and one-half percent (1.5%) will be added to the unpaid balance beginning 30 days after invoice date. Any changes and/or revisions to this contract shall be agreed upon and initialed by all parties. This proposal shall be considered valid for a period of ninety (90) days from the date on page one (1).

IN WITNESS WHEREOF, the Agreement is accepted on the later date written below, subject to the terms and conditions stated above and attached to the Agreement in Attachment C.

|              |       |                                |       |
|--------------|-------|--------------------------------|-------|
| CLIENT       | _____ | SOUTHEASTERN ENGINEERING, INC. | _____ |
| Signed       | _____ | Signed                         | _____ |
| Name (Typed) | _____ | Name (Typed)                   | _____ |
| TITLE        | _____ | TITLE                          | _____ |
| DATE         | _____ | DATE                           | _____ |

# ATTACHMENT A

## EXCLUSIONS:

This agreement does not include the following:

- Zoning or zoning modification applications and coordination
- GDOT or other agency coordination
- Community coordination meetings
- Graphic design
- Traffic engineering services
- Land surveying services
- Structural engineering and inspection
- Soil testing/geotechnical analysis of existing soils or levels of compaction
- Subsurface utility location and/or investigation
- Utility capacity analyses
- Offsite utility evaluation and/or extension
- Offsite utility easements
- Utility coordination
- Stream buffer variance - variance through EPD and/or local jurisdiction
- Offsite silt study
- Dam breach
- FEMA coordination and/or letter of Map Revision
- MS4 requirements
- Architectural services
- Landscape architectural services
- Irrigation design
- Tree survey and/or as-builts
- Planting plans
- Inspecting and/or placing plants on site
- State waters and/or wetland location, delineation and/or permitting through USACE
- Preparation of Storm Water Management, Inspection and Maintenance Agreement or similar/related documents
- LDP submittal or revisions
- Final plat submittal or revisions
- Cost estimates or Quantity take offs
- Construction management, contract administration or price/cost negotiations of construction work
- Settlement of disputes of claims due to contractor default or insolvency or discontinuation of work
- Maintenance services (post-construction or otherwise)

## ATTACHMENT B

### HOURLY RATE SCHEDULE:

Services shall be invoiced according to the following rates:

#### Environmental Personnel:

|                                 |           |
|---------------------------------|-----------|
| Environmental Scientist I :     | \$85/hr.  |
| Environmental Services Manager: | \$125/hr. |

#### Planning and Landscape Architecture Personnel:

|                      |           |
|----------------------|-----------|
| Administrative:      | \$60/hr.  |
| Technician:          | \$60/hr.  |
| Land Planner:        | \$125/hr. |
| Landscape Architect: | \$125/hr. |

#### Engineering Personnel:

|                     |           |
|---------------------|-----------|
| Administrative:     | \$60/hr.  |
| Technician:         | \$60/hr.  |
| Designer I:         | \$75/hr.  |
| Designer II:        | \$95/hr.  |
| Designer III:       | \$115/hr. |
| Engineer I:         | \$90/hr.  |
| Engineer II:        | \$110/hr. |
| Engineer III:       | \$135/hr. |
| Project Manager:    | \$155/hr. |
| Director/Principal: | \$250/hr. |

#### Hourly\* Surveying Personnel:

|                      |           |
|----------------------|-----------|
| Field Crew: (1 Man)  | \$90/hr.  |
| Field Crew: (2 Man)  | \$150/hr. |
| Field Crew: (3 man)  | \$195/hr. |
| Survey Technician 1: | \$75/hr.  |
| Survey Technician 2: | \$85/hr.  |
| Survey Technician 3: | \$95/hr.  |
| Administrative:      | \$60/hr.  |

*\*Overtime rates = 1.5 x standard rates*

#### Salary Surveying Personnel (Overtime Exempt):

|                                   |           |
|-----------------------------------|-----------|
| Survey Director: (PLS)            | \$150/hr. |
| Project Manager: (PLS)            | \$140/hr. |
| Associate Project Manager: (LSIT) | \$115/hr. |
| Field Coordinator:                | \$110/hr. |

*Note: Personnel include direct and contract employees.*

## ATTACHMENT C

### GENERAL CONDITIONS:

- A. ENTIRE AGREEMENT AND ACCEPTANCE: This CONTRACT comprises the full and entire agreement between the parties affecting all matters herein described, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized. Except for verbal authorization for additional work (which authorizations subsequently are confirmed in writing by ENGINEER), ENGINEER shall not be bound by any instructions, statements, or writings that are not expressly contained herein. These terms and conditions may be accepted only on the exact terms set forth herein and such terms and conditions supersede all prior discussions, understandings, or agreements related to this CONTRACT. Acceptance is made by CLIENT who either owns the subject project site or has an agreement with or the permission of the property owner which permits the ENGINEER to perform services at or related to the property.
- B. Our professional services shall be performed, our findings obtained, and our recommendations prepared in accordance with generally accepted engineering, surveying and landscape architecture practices. This warranty is in lieu of all other warranties, either implied or expressed. SEI assumes no responsibility for interpretation made by others based upon the work or recommendations made by SEI
- C. SCOPE OF SERVICES AND EXTRA WORK: The scope of ENGINEER's services hereunder is strictly limited to the services described in the contract, and ENGINEER shall have no obligations beyond such scope. Further, ENGINEER shall have no obligation to perform, and shall not be liable for any investigations or field observations relating to the project, unless such investigations or field observations are expressly provided in this CONTRACT. The CLIENT shall pay ENGINEER additional fees and reimbursables for work required for the project and for services requested by CLIENT, orally or in writing, if such work or services are not expressly described hereof, including, but not limited to, services involving redesign, change in scope of the project or additional work or services resulting from delays caused by others than the ENGINEER.
- D. It is agreed that the Owner/Client will limit any and all liability for any damage on account of any error, omission or other professional negligence to a sum not to exceed the fee for services provided. For additional liability coverage from the undersigned, a fee of 2% of the liability amount requested must be paid to the undersigned prior to commencement of this project.
- E. *To the extent permitted by law*, the Owner/Client agrees to defend, indemnify and hold SEI harmless from any claims, liability, or defense cost in excess of the limits determined above for injury or loss sustained by any party from exposures allegedly caused by SEI, performance of services hereunder, except for injury or loss caused by the sole negligence or willful misconduct of SEI.
- F. In the event, the Owner/Client makes claim against SEI at law or otherwise, for an alleged error, omission or other act arising out of the performance of our professional services, and the Owner/Client fails to prove such claim, then the Owner/Client shall bear all cost incurred by SEI in defending itself against such claim (s). The reciprocal of this clause (i.e., a claim made by SEI against the Owner/Client where failure of proof of claim is established, financial responsibility for Owner/Client's defense shall rest upon SEI) is hereby made a part of this Agreement.
- G. It is understood and agreed that SEI, shall not be held responsible for any inaccuracies in any materials, data or records of any other person, firm or agency which are provided to it and/or may be utilized by it in the performance of specific services.
- H. Should client be a Corporation or Partnership, the person signing this work order agrees to take full personal financial responsibility for the payment of the amounts specified herein and hereby waives right to personal property exemptions pursuant to collection thereof.
- I. In the event additional services beyond the scope of work listed above are required by Owner/Client, we shall perform these services for an amount equal to normal hourly charges on work actually performed upon approval by Owner/Client. We shall submit monthly invoices for services outlined in this agreement. Payment is due upon receipt of invoice. Finance charges of one, one-half percent (1.5%) will be added to any unpaid balance at the end of 30 days (APR

18%). When an invoice is 60 days in arrears, ENGINEER shall have the further right to discontinue further services and assess an additional 10% of the unpaid balance of \$100.00 minimum charge, whichever is greater, before providing further services of any kind to the subject project or CLIENT. Any inquiries about invoices should be made within 15 days of the invoice date.

- J. Either party may terminate this agreement with ten (10) days written notice. Outstanding fees for services performed prior to termination shall be due and payable upon termination. In the event government regulations are amended or changed in any way, or if the services outlined in this proposal have not been authorized within thirty (30) days of this proposal, fees quoted are subject to revision.
- K. Should the client be a 'Prime Consultant' where SEI is acting as a sub-consultant to the 'Prime Consultant' and the 'Prime Consultant' is a Corporation or partnership, working as consultant to the actual owner of the project, the representative signing this contract agrees that the company for which he is employed and represents will take full financial responsibility for the payment of the amounts specified herein regardless of whether or not the actual owner/developer of the property pays the 'Prime Consultants' own invoices. Note: This clause does not exclude SEI's right to legally pursue the physical owner of the property in the event of non-payment by the Client or 'Prime Consultant.'
- L. All original papers, documents, electronic data and all work product and copies thereof, produced as a result of this contract shall remain the property of SEI and may be used by the SEI without further consent of the Client.
- M. Owner/Client shall pay SEI all costs and expenses incurred or paid by SEI in connection with the collection of any sums due hereunder, including without limitation, reasonable attorneys' fees of no less than 15% of the amount for which collection is sought.
- N. Under no circumstances shall either party be liable to the other party for any indirect, incidental, economic, special, punitive or consequential damages, whether for breach of contract, negligence, or under any other cause of action, that results from the relationship or the conduct of business contemplated herein.
- O. HIDDEN CONDITIONS: A structural condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If the SER has reason to believe that such a condition may exist, the client shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the client fails to authorize such investigation or correction after due notification, or (2) the SER has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition, and the SER shall not be responsible for the existing condition nor any resulting damages to persons or property.
- P. AR. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to Arbitrate, shall be determined exclusively by Arbitration before the American Arbitration Association-Commercial Division in Atlanta Georgia pursuant to its rules. Judgment on the Award may be entered exclusively in the Fulton County Superior Court of Georgia. This clause shall not preclude or restrict the Parties from seeking provisional remedies in aid of arbitration exclusively from the Fulton County Superior Court of Georgia, and the Parties herein waive any claim(s) that jurisdiction and/or venue is otherwise.
- Q. NO WAIVER: The failure of ENGINEER to enforce, at any time or for any period of time, any one or more of the provisions of the CONTRACT shall not be construed to be, and shall not be, a waiver of any such provision or of its right thereafter to enforce each and every such provision.