

**CITY OF DALTON  
ADMINISTRATION**

**GENERAL PROFESSIONAL SERVICES AGREEMENT**

THIS GENERAL PROFESSIONAL SERVICES AGREEMENT is made and entered into on this 6th day of May, 2024 by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and Prime Engineering 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 May 6th, 2024. 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 February 1, 2025.

6. CONTRACT SUM: The CITY shall pay to CONSULTANT the total sum of \$168,000 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 Parks and Recreation;

(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 within (3) days 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 within (3) days 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 damage or loss resulting from CONSULTANT'S use and occupancy of the subject property or from negligence, including errors or omissions with respect to the performance of the professional services of CONSULTANT, its employees, agents, subcontractors, or invitees. This indemnity shall not be applicable when such damage or loss is 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, 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 on or before 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 in the CITY's sole discretion. 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, nor 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: Prime Engineering Incorporated  
3715 Northside Parkway, NW  
Building 300, Suite 200  
Atlanta, GA 30327

When so mailed, the notice shall be deemed to have been given as of third (3<sup>rd</sup>) 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 for Request for Proposal 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 provide written notice of such default or deficiency to CONTRACTOR and CONTRACTOR shall have ten (10) days to correct said default or deficiency. In the event such default or deficiency is not corrected in ten (10) days, CITY may terminate this Agreement immediately upon written notice to CONTRACTOR.

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. However, nothing in this clause shall constitute a warranty by Consultant.

- (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 in the event the CITY is the prevailing party.
- (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:  
Prime Engineering, Inc.

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

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

CITY:

CITY OF DALTON, GEORGIA

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

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

# EXHIBIT A



May 1, 2024

Andrew Parker, P.E. City Administrator City of  
Dalton  
300 W. Waugh St Dalton, GA 30722  
[aparker@daltonga.gov](mailto:aparker@daltonga.gov) 706-529-2404

Re: Design Services Proposal  
Dalton Civic Park – Pickleball Complex 904 Civic  
Dr, Dalton, GA 30721

Mr. Parker:

As requested, Prime Engineering, Inc. is pleased to submit this Design Services proposal for the referenced facility. Under the terms of this proposal, Prime Engineering will provide professional services necessary to accomplish project scope items indicated herein.

## Project Understanding

We understand the development will consist of full design services for a new recreational facility consisting of fifteen (15) pickleball courts and a restroom/concessions building as shown in the conceptual site layout. The new facility will be located at the existing Dalton Civic Park, parcel number 12-180-04-000. The property consists of +/- 34.70 acres of land with existing recreation facilities however, based on the conceptual site layout, the proposed development is anticipated to disturb +/-2.25 acres. The work included in this proposal consists of Architecture, Civil Engineering, Landscape Architecture, MEP for the building, site and court lighting, bid assistance, permitting and construction administration.

## Project Scope

This proposal is based on providing Construction Documents for the following project components:

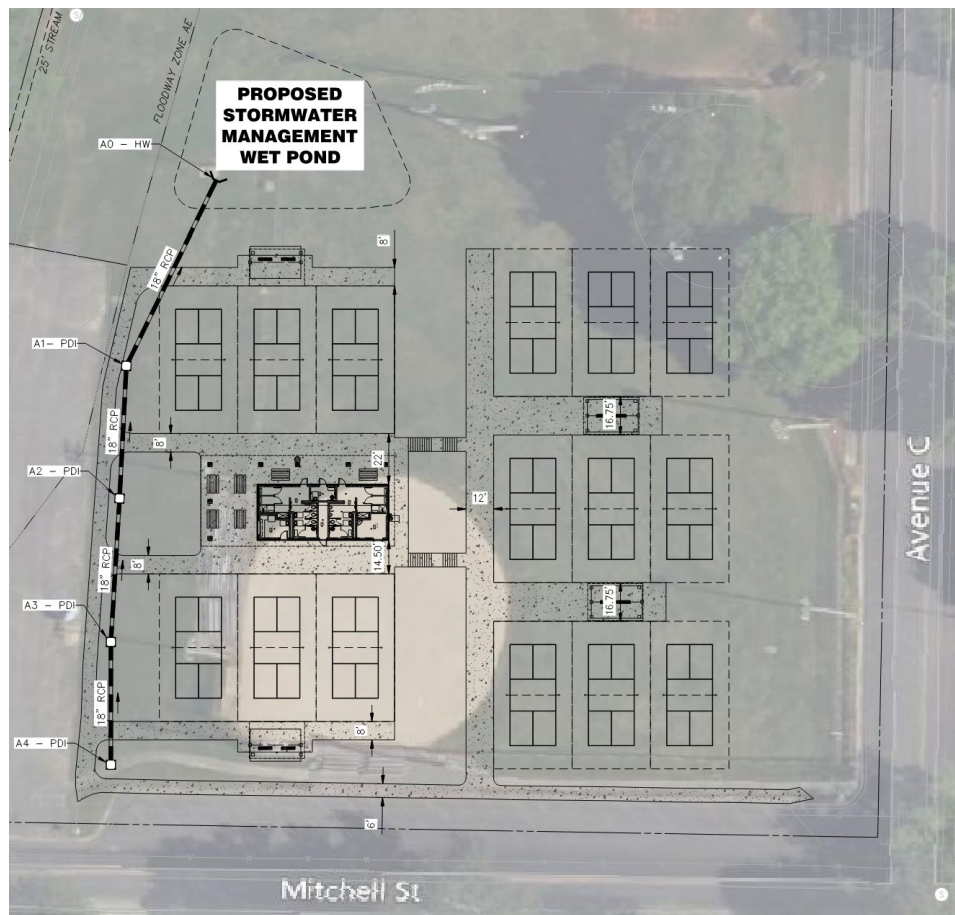
1. Concession/Restroom building pavilion:
  - 1,400 SF interior
  - 1,700 SF covered seating area
  - Conceptual design verification. Plans and Elevations utilized with “Sketch Up” style rendering.
  - Architectural, structural, and MEP services as required for building design
2. Fifteen (15) Pickleball Courts:
  - As shown in the concept drawing
  - Coordination with vendor for six (6) courts being covered with fabric type structure

[www.prime-eng.com](http://www.prime-eng.com)  
(404) 425-7100





- Coordination with sports court specialist
  - Court lighting
  - Court design/equipment/fencing
3. Site Development Design:
- Water and sewer utilities to service the new building
  - Grading and Drainage to comply with local and state stormwater regulations
  - Pedestrian sidewalks within the project site area
  - Landscaping as per City of Dalton ordinances
  - Irrigation system
  - Observation shade structures with benches
  - Estimated limits of site development as shown below:



### Project Scope Clarifications

The following provides clarification to the Scope of Services:

1. Topographical survey, utility location service, environmental delineations and geotechnical investigation sufficient for the proposed design will be provided by Owner and are not included in this proposal.

2. Building conceptual design verification includes initial submittal of design for owner review and comment, one (1) resubmittal with comment incorporation and final submittal for verification.
3. Structural engineering limited to the new pavilion building and footings for court covering structures.
4. Special inspections are not included in this proposal.
5. Construction Administration services consist of RFI/submittal responses and one (1) civil engineering/architectural site visit during substantial completion to compile punch list items. Full-time onsite Construction Site Inspector services are not included at this time. However, Prime Engineering can supply more robust construction administration services upon request.
6. No low voltage design is included.
7. Specialty lighting design including decorative or theatrical type lighting is not included.
8. Protective device coordination studies and system short circuit calculations are
9. Specification of equipment, patch panels, cabling, and detailing of design of wiring/interconnections for telecommunications systems, data transfer systems, CATV/MATV systems, intrusion detection systems, or CCTV systems are not included.
10. Arc Flash calculations and labels for new panels are not included.
11. Fire protection may be provided as performance spec, if required. Fire sprinkler hydraulic calculations and fire protection design drawings are to be generated by a Certified and Qualified Fire Protection Contractor and are not included in this proposal.
12. Creating or recording of as-built documentation is not included.
13. Permitting fees are not included.
14. USACE and environmental permitting is not included.
15. Project manual front end documents to be provided by Owner. Prime will provide technical specifications and bid form as required for bidding purposes.
16. LEED, NGBS, or other green building rating system project design services are not included.
17. Retaining wall design is not anticipated for this project.
18. This proposal is based on the information shown in the conceptual site layout (attached).

#### Project Design Approach

These submittals will ultimately yield completed, permitted construction contract Bid Documents satisfying all previous review comments and suitable for public bidding and construction. Final quality control elements performed by Prime's QC organization, such as inter-discipline coordination, peer reviews, and document and calculation checking, will have been completed and incorporated.

Conceptual Design – The Conceptual Design Documents will include conceptual drawings related to the new restroom/concessions pavilion. During project kick off, Prime will discuss building needs with the city prior to moving forward with conceptual building design. Assumes initial submittal of design for owner review and comments, resubmittal with comment incorporation, and final submittal for verification. Three (3) total submittals. Submission to be in the form of conceptual plans and elevations, with “Sketch-Up” style rendering.

Design Development – The Design Development Documents will consist of drawings and other documents to fix and describe the size and character of the project, including architectural, civil, landscape architectural, structural, mechanical, and electrical engineering systems, materials, and other elements as appropriate.

Consideration will be given to availability of materials, equipment, labor, operations, user safety and

---

maintenance requirements, and energy conservation. Deliverables in the Design Development Phase will include the following:

- ✓ Drawings – Submittals will include drawings developed to a level of detail that is approximately 50% of the Final Design Documents. The drawings will refine the systems, layouts, and locations of other major facilities.

Construction Documents – During the Construction Document Phase, Prime will provide services necessary to prepare, from the approved Design Development Documents, final design consisting of drawings, specifications, and other documents. The documents will set forth in detail the requirements for project bidding, contracting, and construction. Deliverables in the Construction Development Phase will include the following:

- ✓ Progress Submittal
  - Drawings – Submittals will include drawings developed to a level of detail that is approximately 80% of the Final Design Documents. The drawings will refine the systems, layouts, equipment locations, and locations of other major facilities provided in the Design Development task.
- ✓ Permitting Documents – Prime will begin the Permit Phase of the project upon approval of the 80% progress submittal. Upon receipt of written comments from the Owner, Prime will review comments, prepare responses to the comments, and incorporate agreed-upon comments in the documents to complete the Permit Document Drawings and Technical Specification Documents. Deliverables will include:
  - Drawings – Submittals will include drawings developed to a level of detail that is approximately 95% of the Final Design Documents. The drawings will refine the systems, layouts, equipment locations, and locations of other major facilities provided in the 80% Progress Submittal.
  - Technical Specification Documents

Upon completion of the Permit Documents Prime will submit the project for LDP and building permit to Whitfield County and Building permit to the relevant permitting agencies.

- ✓ Construction Documents
  - Drawings – Submittals will include 100% Construction Documents incorporating comments from the project reviewers and permitting agencies.
  - Permitting documents and/or forms necessary to obtain permits or approvals for construction.
  - Letters of cooperation from utilities and municipalities for work being done by others.

#### Bidding Phase

Services for the Bidding or Negotiation Phase include:

- ✓ Addenda to the Bid Documents – Responses to questions from bidders and clarifications or interpretations of the bidding documents including the preparation of addenda to the bidders, featuring supplementary drawings, specifications, and instructions.

Construction Phase

Following the award of the construction contract, Prime will support the efforts of the Owner during the construction period. Prime will provide the following services during the Construction Phase:

- ✓ 7 Day Site Visit – The civil engineer will conduct a site visit to investigate initial erosion and sediment control measures as required by the NPDES permit GAR100001
- ✓ Submittal Review – We will review submittals, include appropriate action on shop drawings, product data, samples, and other submittals required by the contract documents.
- ✓ RFI Response – We will review and respond to contractor’s requests for information during the construction process.
- ✓ Punch List – The civil and MEP engineers and architect will conduct a site visit to investigate the project site during substantial completion and will provide the Owner with a report to reflect any items that are recommended to be corrected prior to substantial completion issuance.

Schedule of Professional Fees and Expenses

Professional Fees	Total
1. Conceptual Design      \$6,150	
2. Design Development    \$51,970	
3. Construction Documents      \$68,950	
4. Permitting Services      \$8,360	
5. Bidding Phase Services \$8,190	
6. Construction Administration Phase      \$23,840	
7. Reimbursables	
	✓ Travel and Sustenance      \$540
<b>Total Professional Fees and Expenses      \$168,000</b>	

### Supplemental Services

The following services can be performed by Prime Engineering as supplemental services and will be subject to our standard hourly rates:

- ✓ Registered site survey
- ✓ Additional site visits
- ✓ Weekly OAC attendance during construction (virtual)
- ✓ Bidding services in excess of those indicated
- ✓ Construction Administration Services in excess of those indicated
- ✓ Environmental testing, reporting, or consulting services
- ✓ Permitting Fees

This proposal will be open for acceptance for a period of sixty (60) days unless changed by us in writing. Thank you for considering Prime Engineering, Inc. for this project. Should you have any questions or comments, please contact our office. We look forward to your response.

Sincerely,

A handwritten signature in blue ink that reads "Katie Strickland". The signature is fluid and cursive, with the first name "Katie" and last name "Strickland" clearly legible.

Katie Strickland, P.E. Senior Project Manager Prime Engineering, Inc.

Attachments:

1. Prime Engineering Hourly Rate Schedule
2. Conceptual Drawing
3. Estimated Design Schedule

# **EXHIBIT B**

# HOURLY RATE SCHEDULE

---

## 2024 HOURLY RATE SCHEDULE



<u>Employee Classification</u>	<u>Rate Per Hour</u>
1. Principal	325.00
2. Director	275.00
3. Associate Director	260.00
4. Engineer VII/ Project Manager II/Department Head	240.00
5. Engineer VI/ Associate Department Head	215.00
6. Engineer V/ Project Manager I/Senior Engineer	195.00
7. Engineer IV	170.00
8. Engineer III	155.00
9. Engineer II	140.00
10. Engineer I	125.00
11. Intern II	100.00
12. Intern I	75.00
13. Architect VIII	260.00
14. Architect VII	245.00
15. Architect VI	210.00
16. Architect V	190.00
17. Architect IV	170.00
18. Architect III	150.00
19. Senior Architectural Designer IV	150.00
20. Architectural Designer III	135.00
21. Architectural Designer II	125.00
22. Architectural Designer I	110.00
23. Construction Manager V	175.00
24. Construction Manager IV	160.00
25. Construction Inspector III	135.00
26. Construction Inspector II	120.00
27. Construction Inspector I	100.00
28. Landscape Architect V	180.00
29. Landscape Designer	135.00
30. Design Coordinator VII	180.00
31. Designer VI	170.00
32. Designer V	160.00
33. Designer IV	145.00
34. Designer III	130.00
35. Designer II	115.00
36. Designer I	95.00
37. Registered landscape Architect	180.00
38. Landscape Designer	135.00
39. Surveyor VIII	250.00
40. Surveyor VII	200.00
41. Surveyor VI	170.00
42. Surveyor V	165.00
43. Surveyor IV	155.00
44. Surveyor III	135.00
45. Surveyor II	115.00
46. Surveyor I	95.00
47. One Person Survey Crew	135.00
48. Two Person Survey Crew	245.00

---

# HOURLY RATE SCHEDULE

---

49.	SUE Crew	165.00
50.	Contract Administrator	125.00
51.	Executive Assistant	120.00
52.	Marketing Specialist	140.00
53.	Writer/Editor/Visual Communications Coordinator	125.00
54.	Marketing Communications Assistant	105.00
55.	Office Manager/Clerical	80.00

**HOURLY RATES SCHEDULE NOTES:**

1. In addition to the hourly fee for services, Prime Engineering will be reimbursed for job related expenses including but not limited to travel, reprographic costs and supplies, interim review document printing, mail and express mail services and printing costs. Job-related expenses associated with the tasks performed under this agreement shall be billed as incurred and as provided under the task orders to this contract and each of the respective additional services tasks (if any).