

**INDIVIDUAL PROJECT ORDER (IPO) NUMBER SEVEN**

**THIS INDIVIDUAL PROJECT ORDER (“IPO”)** is made this \_\_\_\_ day of May 2025, by and between CITY OF DALTON (“the Client”) and KIMLEY-HORN AND ASSOCIATES, INC. (“the Consultant” or “Kimley-Horn”) in accordance with the terms of the Five (5) Year Master General Planning and Engineering Consultant Agreement Between City of Dalton and Kimley-Horn and Associates, Inc. for Continuing Professional Services dated July 15<sup>th</sup>, 2024, which is incorporated herein by reference. The specifics of this engagement are set forth below.

**Identification of Project:**

**Project Name: TAXIWAY REHABILITATION - CONSTRUCTION PHASE SERVICES**

**KH Project Manager: REBECCA COLLINS**

**Project Number: 017739003**

**Scope of Services:**

Kimley-Horn will provide the services specifically set forth below:

The Construction Phase Services for the Taxiway Rehabilitation project at the Dalton Municipal Airport in Dalton, Georgia will consist of project formulation, contract administration, construction observation and reporting, quality assurance and material testing services (by a subconsultant), record drawings, and contract close-out for the project. Kimley-Horn will not be responsible for the engineer of record's (EOR) plans and specifications and any errors or omissions they may contain. Consultant takes no liability or responsibility for the adequacy or suitability of the EOR's design for the intended purpose nor that it complies with all applicable laws, rules, and regulations such as compliance with the Americans with Disability Act (ADA) guidelines. EOR will assist with clarifications and interpretations of their design intent with the construction documents which may require revisions to the design. The EOR title, and the responsibilities associated with it will remain with the EOR. No EOR responsibilities will be delegated to nor succeeded by Consultant. Construction services will consist of the following elements of work:

**Element 1 – Project Formulation – Construction Phase** will consist of the preparation of work scope and fees, coordination with regulatory agencies, and site visit/meeting. This element will also consist of coordination with the Contractor for final execution of the construction contract provided by the Client as well as a review of final bid and construction documents provided by the Client.

**Element 2 – Contract Administration Services** for a 90-calendar day Contract Time will consist of the following services:

1. **Pre-construction Meeting.** Consultant will prepare for, conduct and attend a Pre-Construction meeting prior to the start of construction. The Kimley-Horn project manager will attend the pre-construction meeting. The meeting will be scheduled to permit the Owner, GDOT, Contractor representatives, and Project Engineer to attend. Minutes shall be prepared by Kimley-Horn staff and distributed after the conference. **(1 Site Visit)**
2. **Site Visits and Construction Observation.** The Kimley-Horn Project Manager will make one (1) periodic site visit each month to observe the progress of the work. Observations will not be exhaustive or extend to every aspect of Contractor's work, but will be limited to spot checking, and similar methods of general observation of the site grading, paving, and markings for finished construction and are not intended to cover Contractor equipment and methods unless specifically

required in Contract Documents. Based on the site visits, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Document and keep Client informed of the general progress of the work. Consultant will not supervise, direct, or control Contractor's work, and will not have authority to stop the Work or responsibility for the means, methods, techniques, equipment choice and use, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for failure of Contractor to comply with laws. Consultant does not guarantee Contractor's performance and has no responsibility for Contractor's failure to perform in accordance with the Contract Documents. Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. **(4 Site Visits)**

3. **Construction Management Program Plan (CMPP).** Consultant will prepare and maintain CMPP. The CMPP will detail the measures and procedures required to assure compliance with the quality assurance and acceptance provisions for GDOT Standard Specifications Section 400 – Hot Mix Asphaltic Concrete Construction. It will define the responsibilities of the Project Manager/Engineer, Construction Observer, and Quality Acceptance Laboratory as well as define the quality assurance inspection procedures.
4. **Recommendations with Respect to Defective Work.** Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations and / or testing results, Consultant believes that such work will not produce a completed Project that generally conforms to the Contract Documents.
5. **Clarifications and Interpretations.** Consultant will coordinate with the Engineer of Record to provide a response to reasonable and appropriate Contractor requests for information made in accordance with the Contract Documents and issue necessary clarifications and interpretations based on information received from the Engineer of Record. Any orders authorizing variations from the Contract Documents will be issued by the Client.
6. **Change Orders.** Consultant may recommend Change Orders to the Client and will review and make recommendations related to Change Orders submitted or proposed by the Client.
7. **Shop Drawings and Samples.** Consultant will review Shop Drawings and Samples and other data which Contractor is required to submit, but only for general conformance with the Contract Documents. Such review and any action taken in response will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs. Any action in response to a shop drawing will not constitute a change in the Contract Documents, which can be changed only through the Change Orders. Submittals that require interpretation of design intent will be coordinated with the Engineer of Record. Response to those submittals will be based on information received from the Engineer of Record.
8. **Disputes between Client and Contractor.** Consultant will, if requested by Client, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents. In rendering decisions, Consultant shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision.
9. **Applications for Payment.** Based on its observations and on review of applications for payment and supporting documentation, Consultant will recommend amounts that Contractor be paid. Recommendations will be based on Consultant's knowledge, information and belief, and will state whether in Consultant's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. Consultant's recommendations will not be a

representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.

10. **Substantial Completion.** When requested by Contractor and Client, the Kimley-Horn Project Manager will conduct a substantial completion site visit to determine if the work was satisfactorily constructed in accordance with the plans and contract documents and determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. The meeting will be scheduled to permit the Owner, GDOT, Contractor representatives, and Project Engineer to attend. A Final Punch List shall be prepared and distributed following the meeting. **(1 Site Visit)**
11. **Final Notice of Acceptability of the Work.** The Kimley-Horn Project Manager will conduct a final site visit to evaluate whether the completed Work of Contractor is generally in accordance with the Contract Documents and review any corrective work items indicated on the final punch list so that Consultant may recommend final payment to Contractor. Consultant will coordinate with contractor to perform all punch list items prior to final payment of the contract. Consultant will provide a letter confirming that all punch list items have been completed prior to any submittals for final payment. A Final Report shall be prepared and distributed following the meeting. **(1 Site Visit)**
12. **Close-Out Documentation.** Consultant will distribute close-out documentation to consist of Final Release and Waiver of Lien, Final Acceptance Letter, Material Certifications, Affidavit of Payment of Debts and Claims, Consent to Surety of Final Payment, and other contract requirements. Final Pay Request, Final DBE report, and other project documentation as required shall also be included.
13. This element also consists of expenses for project manager's attendance at pre-construction meeting, progress meetings, final observation and follow up site visit for punch list items. Expenses will consist of mileage, meals, postage, and printing costs.

**Element 3 – Construction Observation Services** will consist of the following:

1. Consultant will provide part-time daily observation (Daily Observer) and reporting for a maximum of 4 days per week of construction field observation up to 10 hours/day to observe the condition and progress of the work and prepare observation/status report. Daily observer will observe contractors work with respect to the grading, paving and marking for the project. Observations by Daily Observer will not be exhaustive or extend to every aspect of Contractor's work, but will be limited to spot checking, and similar methods of general observation of finished construction and are not intended to cover Contractor equipment and methods unless specifically required in Contract Documents. Based on the site visits, Daily Observer will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Document and keep Client informed of the general progress of the work.
2. Daily Observer will attend Pre-construction Meeting organized by Kimley-Horn Project Manager.
3. Daily Observer will attend one (1) site visit for the substantial completion review in support of Element 2, task 11. The final observation shall determine if the project is substantially complete and was satisfactorily constructed in accordance with the plans.
4. Daily Observer will attend one (1) follow up site visit to the Final Observation in support of Element 2, task 12 to review any corrective work items identified on the punch list and assist the Kimley-Horn Project Manager with preparation of a Final Observation Report.
5. This element also consists of expenses for Daily Observer's attendance at pre-construction meeting, weekly observation, final observation and follow up site visit for punch list items.

**Element 4 – Construction Materials Testing Services** will consist of:

Services performed by a sub-consultant (2MNext) to provide quality assurance for items related to placement of fill material and paving for the taxiways. Element shall consist of proof rolling observations,

fill placement monitoring, asphalt placement observations and testing, concrete sampling and testing, graded aggregate base course, and Laboratory testing of Asphalt, soils, and concrete per the project specifications. Services provided by 2MNext are based on a maximum of 30 days at the project site for up to 10 hours/day. The timing of these site visits will be coordinated with the daily observer and based on contractor's detailed construction schedule.

1. **Proof Rolling Observation:** Consist of a visual observation of the exposed subgrades upon completion of undercutting and observing proof rolling of these materials by a staff professional before proceeding with site grading and asphalt placement in the taxiway reconstruction areas to identify possible near-surface soil conditions that may cause future pavement distress. These services also consist of proof rolling of the aggregate base course before proceeding with asphalt placement.
2. **Engineered Fill Monitoring and Testing:** These services will consist of monitoring fill placement, verifying lift thicknesses, character, and continuity of the fill, and randomly performing field density tests to verify the compaction of the fill. In addition, 2MNext will perform proctor moisture/density relationships on the different materials used as fill.
3. **Graded Aggregate Base Course Testing:** 2MNext services consist of verifying thickness and performing nuclear density tests to verify the compaction of the material as outlined in the project specifications. In addition, proctor moisture/density relationships will be performed on the graded aggregate base course per specifications.
4. **Asphalt Observations and Testing services:** 2MNext will review the contractors Quality Control Program per GDOT Section 400. 2MNext RTT/ QCT services consist of monitoring the placement of asphalt and performing nuclear density testing on binder and surface course to verify the density and thickness of the material as it is being placed. 2MNEXT QCT staff will support the contractor plant QCT personnel for Section 400.3.06.A section of GDOT 400 specification. Per GDOT testing standards, Air Voids, thickness, and coring services (as specified) are performed for acceptance of the Asphalt product. Additionally, confirmation of the CQC process at the plant for AC content, gradation, moisture content of asphalt, and aggregates are checked by 2MNext staff.

Kimley-Horn will contract with the 2MNEXT solely for the Client's administrative convenience, and Kimley-Horn is not responsible for these services. This task compensates KH for the labor necessary to administer the subconsultants contract. Upon receipt of payment, KH will pay the subconsultant on Client's behalf. Client acknowledges that Kimley-Horn will not be reviewing the work product of the subconsultant and will not be liable for it in any way. If the Client has any future claim related to these services, Client will pursue the subconsultant directly and not KH.

**Element 5 – Airport Layout Plan Update, Record Drawings and Final Engineer's Report** will consist of the following:

1. Kimley-Horn will prepare a red-line update (in PDF format) to the current Airport Layout Plan (ALP) to reflect the completed project.
2. Kimley-Horn will prepare record drawings showing significant changes reported by the Contractor or made to the design by the Engineer of Record. Record drawings are not guaranteed to be as-built but will be based on information made available by the Contractor during and post-construction activities. Record drawings will consist of a red-line markup to the Engineer of Record's Issued for Construction PDF plan set (including any sheets issued as field changes or change orders) and provided in PDF format. Record drawings will not be signed and sealed by a professional engineer.
3. Kimley-Horn will prepare a Final Engineer's Report provided in PDF format detailing the construction activity upon project completion.

Consultant will not supervise, direct, or control Contractor's work, and will not have authority or responsibility for the means, methods, techniques, equipment choice and use, schedules, or procedures of construction

selected by Contractor, for safety programs incident to Contractor's work, or for failure of Contractor to comply with laws. Consultant does not guarantee Contractor's performance and has no responsibility for Contractor's failure to perform in accordance with the Contract Documents. Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement.

This construction project will be administered in accordance with the engineering drawings entitled "Taxiway Pavement Rehabilitation", dated March 2025, and with the contract documents entitled "Taxiway Pavement Rehabilitation", both designed and provided by Croy Engineering, LLC in accordance with provisions of the Federal Aviation Administration (FAA) Advisory Circular 150/5300-13B, Airport Design and GDOT 2021 Standard Specifications. All construction details will conform to FAA Specifications and indicate published specification reference. GDOT Specifications will be used in absence of FAA Specifications with approval by agency.

**Deliverables:**

In conjunction with the performance of the above scope, Kimley-Horn will provide the following deliverables (documents) to the Client and GDOT:

- Contractor's Affidavit of Payment of Debts and Claims will be coordinated for execution by the Contractor and provided as a part of the final pay application.
- Contractor's Final Release and Waiver of Lien will be coordinated for execution by the Contractor and provided as a part of the final pay application.
- Consent of Surety to Final Payment will be coordinated for execution by the Contractor and provided as a part of the final pay application.
- Final DBE Participation Letter will be provided by the Contractor and reviewed by Kimley-Horn for submittal as a part of the final pay application.
- One (1) electronic set of red-lined Record Drawings and red-lined ALP Update in PDF format and one (1) electronic copy of the Final Engineer's Report in PDF format will be delivered following project completion.

**Services not Included:**

Any other services, including but not limited to the following, are not included in this agreement:

- Bid Phase Services
- Contract Administration Services beyond 90 Calendar Day Contract Time
- Construction Observation Services beyond 90 Calendar Day Contract Time
- Quality Assurance Compaction testing beyond those listed in Element 4
- Means, Means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor
- Direction and/or supervision of the Contractor
  - Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents
  - Consultant shall not be responsible for any failure of Contractor to comply with applicable laws and regulations
- Construction safety, safety precautions and programs incident to Contractor's work
- Davis-Bacon Wage Rates Documentation and Compliance Services, including but not limited to employee interviews and review of certified payrolls
- Disadvantaged Business Enterprise (DBE) Compliance Services
- As-built documents
- 7460 Services
- Erosion and Sedimentation Control Services

- Electrical Design Services
- Design Changes due to unforeseen field conditions
- Environmental Services
  - Should protected species be found within the limits of work and/or if construction encroaches into required protected species setbacks, the Authority will engage the services of an independent environmental firm to prepare permits to relocate species. The Client agrees that Consultant is not responsible for schedule delays associated with addressing Environmental Services. If present, Client will not attempt to hold Consultant liable for any environmental matters arising from the design or the execution of construction.
- Surveying Services

**Additional Services if required:**

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Bid Phase Services
- Contract Administration Services (beyond 90 Calendar Day Contract Time)
- Construction Observation Services (beyond 90 Calendar Day Contract Time) Quality Assurance Compaction testing beyond those listed in Element 4
- 7460 Services
- Erosion and Sedimentation Control Services
- Electrical Design Services
- Design Changes due to unforeseen field conditions
- Environmental Services
- Surveying Services

**Information Provided by Client:**

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Project Plans, Specifications, and Bid Documents (prepared by Croy Engineering)
- Issued for Construction Plans and Conformed Contract Documents for Construction (prepared by Croy Engineering)

**Responsibilities of Client:**

In addition to other responsibilities set out in this Agreement, the Client shall:

- N/A

**Schedule:**

Services shall commence after receipt of a fully executed agreement. We will provide our services as expeditiously as practicable with the goal of meeting the following schedule:

- Work shall begin within 10 days of Notice to Proceed. Execution date of this IPO shall be considered the Notice to Proceed date.

**Terms of compensation:**

In return for performance of the tasks described in the above Scope of Services, the Client shall pay the Consultant the amount of **\$ 261,584.70**, payable according to the following terms.

1. Kimley-Horn will perform the services outlined above for the lump sum fee as indicated below.

Individual task amounts are for information only.

2. All permitting, application, and similar project fees will be paid directly by the Client.
3. Expenses such as mileage, meals, postage, and printing costs are part of the lump sum fee.

Element 1	Project Formulation – Construction Phase	\$ 6,437.50
Element 2	Contract Administration Services	\$ 65,357.75
Element 3	Construction Observation Services	\$ 133,166.06
Element 4	Construction Materials Testing Services	\$ 48,252.09
Element 5	Airport Layout Plan Update, Record Drawings, and Final Engineer's Report	\$ 8,371.30
Total Consultant Fee		\$ 261,584.70

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

**Other special terms of Individual Project Order:**

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in a PDF. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

\_\_\_\_ Please email all invoices to [awiersma@daltonga.gov](mailto:awiersma@daltonga.gov)

ACCEPTED:

**CITY OF DALTON**

**KIMLEY-HORN AND ASSOCIATES, INC.**

SIGNED: \_\_\_\_\_

SIGNED:  \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

PRINTED NAME: Zachary J. Dufour

TITLE: \_\_\_\_\_

TITLE: Vice President

DATE: \_\_\_\_\_

DATE: May 27, 2025