

**CITY OF DALTON
PUBLIC WORKS DEPARTMENT**

GENERAL PROFESSIONAL SERVICES AGREEMENT

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

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

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

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

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

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

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

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

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

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

4. DATE OF COMMENCEMENT: The CONSULTANT shall commence work on the project on February 2, 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 June 7, 2021.

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

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

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

9. CITY COVENANTS: CITY covenants and agrees:

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

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

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

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

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

services;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

party.

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

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

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

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

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

21. **MISCELLANEOUS PROVISIONS:**

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

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

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

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

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

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

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

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

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

CONSULTANT:

CONSULTANT:

By: _____

Title: _____

CITY:

CITY OF DALTON, GEORGIA

By: _____

MAYOR

Attest: _____

CITY CLERK



Goodwyn Mills Cawood

6120 Powers Ferry Road NW
Suite 350
Atlanta, GA 30339

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

www.gmcnetwork.com

January 4, 2021

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

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

Dear Andrew:

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

A> PROJECT SCOPE:

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

B> PROJECT TEAM:

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

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

C> BASIC SERVICES:

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

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



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

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



D> EXCLUDED SERVICES:

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

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

E> COMPENSATION & FORM OF CONTRACT:

BASIC & SPECIAL SERVICES FEES:

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

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

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

REIMBURSABLE EXPENSES:

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



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

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

ADDITIONAL SERVICES:

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

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

F> HOURLY RATES AND CONTRACT TERMS:

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

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

Sincerely:
GOODWYN, MILLS AND CAWOOD, INC.

Jim Teel
Regional VP Georgia

Accepted:
City of Dalton

Andrew Parker, Director Public Works
Date: _____



ATTACHEMENT A
Standard Rate and Fee Schedule

Standard Hourly Rates

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

Reimbursable Expenses

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

ATTACHMENT B

GOODWYN, MILLS & CAWOOD, INC.

STANDARD CONTRACT PROVISIONS

ASSIGNMENT

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

DISPUTE RESOLUTION

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

ALLOCATION OF RISKS - INDEMNIFICATION

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

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

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

STANDARD OF CARE

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

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

FAILURE TO PAY

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

TERMINATION

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

OPINIONS OF PROBABLE CONSTRUCTION COST

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

CONSTRUCTION PHASE SERVICES

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

JOBSITE SAFETY

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

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

UNUSUAL OR CONCEALED PHYSICAL CONDITIONS

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

MISCELLANEOUS PROVISIONS:

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



ATTACHMENT C

Goodwyn Mills Cawood January 4, 2021

6120 Powers Ferry Rd NW
Suite 350
Atlanta, GA 30339

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

www.gmcnetwork.com

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

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

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

1.0 GEOTECHNICAL SCOPE OF SERVICES

Field Exploration

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

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

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

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



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

Laboratory Testing

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

Reporting

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

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

Information/Services to be Provided by Client

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

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

Compensation

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

Geotechnical Exploration:

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

Additional Services:

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

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

2.0 CONSTRUCTION MATERIALS TESTING SCOPE OF SERVICES

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

Earthwork / Soils

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

Shallow Foundations

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

Concrete

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



Structural Steel

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

Masonry

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

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

Pavement Subgrade and Aggregate Base Course Testing

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

Asphalt Quality Control

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

Understanding Construction Materials Testing

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



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

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

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

Communication / Schedule

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

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

Cost Estimate

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

* * * *

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

Sincerely,
Goodwyn, Mills and Cawood, Inc.

Kevin W. Wales, PE
Executive Vice President
Geotechnical and Construction Services Division



AUTHORIZATION

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

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

Agreed To* This _____ Day of _____, 20_____

Name: _____

Title: _____

Company: _____

Address: _____

Email: _____



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

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



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



**SCHEDULE OF FEES
CONSTRUCTION TESTING SERVICES**

Laboratory Testing

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

Personnel

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

Other

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

*Overtime Premium (in excess of 8 hours/day or on weekends and holidays)	
Monday - Friday and Saturday	Hourly rate x 1.5
Technician Overtime Premium (for work on Holidays and Sunday)	Hourly rate x 2.0

Notes:

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