

**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 January, 2021 by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and Terracon Consultants, Inc. (Terracon), hereinafter referred to as "CONSULTANT".

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

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

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

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

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

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

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

4. **DATE OF COMMENCEMENT:** The CONSULTANT shall commence work on the project on January 25, 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 March 5, 2021.

6. **CONTRACT SUM:** The CITY shall pay to CONSULTANT the total sum of \$ 7,100 each location (\$14,200 total for both sites; 915 Brookwood Drive and 310 W. Waugh Street) Dollars for the complete performance of the project and terms of this Agreement.

7. **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).

8. **CITY COVENANTS:** CITY covenants and agrees:

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

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

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

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

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

9. **CONSULTANT COVENANTS:** CONSULTANT covenants and agrees:

(a) to perform the scope of services in a professional manner, using that degree of care and skill ordinarily exercised by consultants practicing in the same or similar field;

(b) to use only employees and subcontractors qualified to complete the work with sufficient experience in same or substantially similar projects;

(c) to use only properly licensed employees or subcontractors for any work requiring

a specialty or professional license issued by the State of Georgia;

- (d) to designate a representative authorized to act on the CONSULTANT's behalf with respect to the project.
- (e) to use the subject property in a safe, careful and lawful manner;
- (f) to promptly report in writing to CITY any 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 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.

10. INDEMNITY: CONSULTANT shall indemnify CITY from and hold CITY harmless against all claims, demands and judgments for loss, damage or injury to person or property, to the extent resulting from the negligence, willful acts, 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 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 fault or negligence of CITY.

11. **INSURANCE:** CONSULTANT agrees to carry at its own expense through the term of this Agreement the types and amounts of insurance required 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, except Professional Liability, 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.

12. **ASSIGNMENT:** CONSULTANT may not assign all or any portion of the

Agreement without the prior written permission of CITY.

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

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

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

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

Such notice to CONSULTANT shall be mailed to: Terracon Consultants, Inc.  
51 Lost Mound Dr.  
Chattanooga, TN 37406

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

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

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

professional services. CONSULTANT is not liable for unauthorized reuse or modification of its work product.

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.

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

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

19. MISCELLANEOUS PROVISIONS:

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

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

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

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

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

(f) Time is of the Essence. Time is of the essence of this Agreement in each and all of its provisions. Notwithstanding the foregoing, CONSULTANT shall provide the services on an as-requested basis with scheduling by the CITY.

(g) Confidentiality. All information and documentation regarding the project and the CONSULTANT's services shall be maintained in confidence and shall not be disclosed to any third party by CONSULTANT, without CITY's written authorization, except as may be required by the Georgia Open Records Act. CONSULTANT shall promptly notify CITY of any third party request for said information or documentation prior to any disclosure. CITY agrees that the technical methods, design details, techniques and pricing data contained in any material submitted by CONSULTANT pertaining to this Agreement shall be considered confidential and proprietary, and shall not be disclosed to any third party, except as may be required by the Georgia Open Records Act. Nothing in this Agreement shall prevent CONSULTANT from complying with a court order or subpoena. During the term of this Agreement, Consultant shall promptly notify City of receipt of any court order or subpoena for information and documentation regarding the project.

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

CONSULTANT:

CONSULTANT:

\_\_\_\_\_

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

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

CITY:

CITY OF DALTON, GEORGIA

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

MAYOR

Attest: \_\_\_\_\_

CITY CLERK

***Exhibit A – Terracon Proposals for:***

***915 Brookwood Drive  
and  
310 W. Waugh Street***





December 18, 2020  
Revised January 11, 2021

Mr. P. Andrew Parker, P.E.  
Public Works Director  
City of Dalton, GA  
PO Box 1205  
Dalton, GA 30722-1205

Telephone: 706-278-7077  
E-mail: [aparker@daltonga.gov](mailto:aparker@daltonga.gov)

Re: Hazardous Material Survey  
Residential Style Structure and Carport for Demolition  
915 Brookwood Drive  
Dalton, Whitfield County, Georgia  
Terracon Proposal No.: PE2207225

Dear Mr. Parker:

Terracon Consultants, Inc. (Terracon) is pleased to submit this proposal to conduct a hazardous material survey at the above-referenced location. This proposal also includes our scope of services and cost estimate for a pre- and post- abatement site visit if asbestos containing building material (ACM) is identified during the hazardous material survey.

## **A. PROJECT INFORMATION**

We understand that the City of Dalton is preparing to demolish the residential style structure and associated carport located at 915 Brookwood Drive (site). The site consists of a single-story structure on 0.47 acres of land identified by Whitfield County parcel number 12-258-01-084. The site has a 2,256 square foot brick veneer single family residential dwelling on a masonry foundation and an asphalt shingled roof. The dwelling was constructed in 1958. The site also has a 420 square foot detached metal carport structure constructed in 2013. At the time of this proposal, Terracon has not conducted a site visit; therefore, we are unaware of interior finishes and the number of renovations, if any. If this is not accurate, or if you have additional useful information, please inform us as soon as possible.



Terracon Consultants, Inc. 51 Lost Mound Dr. Chattanooga, TN 37406  
P 423-499-6111 F 423-499-8099 [terracon.com](http://terracon.com)

Environmental



Facilities



Geotechnical



Materials

## **Hazardous Material Survey**

Residential Dwelling and Carport ■ Dalton, Whitfield County, Georgia  
915 Brookwood Drive ■ Terracon Proposal No. PE2207225



## **B. SCOPE OF SERVICES**

We understand the purpose of the hazardous material survey is to identify and quantify asbestos-containing materials (ACM), to identify lead-containing paint, and to make visual observations of other hazardous materials present in the structures prior to demolition. The scope of services will also include a pre- and post- abatement site visit if ACM is identified during the hazardous material survey.

### **Commitment to Safety *IIF***

Terracon has a commitment to the safety of all its employees. As such, and in accordance with our Incident and Injury Free® safety culture, Terracon will develop a safety plan to be used by our personnel during field services. Prior to commencement of on-site activities, Terracon will hold a meeting to review health and safety needs for this specific project. At this time, we anticipate two people to perform the fieldwork.

### **Demolition Asbestos Survey**

An Asbestos Hazard Emergency Response Act (AHERA) trained building inspector will conduct the asbestos survey as required by US Environmental Protection Agency (USEPA) regulation 40 CFR Part 61, National Emissions Standards for Hazardous Air Pollutants (NESHAP). Terracon will conduct a visual assessment of the structures to identify suspect ACM such as thermal system insulation, surfacing materials, and miscellaneous materials (e.g., floor tiles). Suspect materials will be physically assessed for friability and evidence of damage or degradation. Samples of suspect ACM will be collected for laboratory analysis. Terracon anticipates collecting up to 60 bulk samples. Bulk sample collection will be conducted in general accordance with the sampling protocols outlined in USEPA 40 CFR 763.86.

The samples will be submitted to a laboratory accredited by the National Voluntary Laboratory Accreditation Program (NVLAP) for asbestos analysis by visual estimation using polarized light microscopy (PLM). Sample collection will result in some isolated damage to building materials; however, attempts will be made to limit such damage to the extent necessary for sample collection. Terracon will not be responsible for repair or touch-up of sample locations. Reasonable efforts to access suspect materials within known areas of restricted access (e.g., crawl spaces) will be made provided these areas are not determined to be permit-required confined spaces, or to pose a health or safety risk to Terracon personnel.

Roofing materials will be sampled during this survey. The Client must agree to defend and hold Terracon harmless from subsequent liability and damages that may result from sampling of the roof. Terracon will apply temporary patching to roof sample locations.

## **Hazardous Material Survey**

Residential Dwelling and Carport ■ Dalton, Whitfield County, Georgia  
915 Brookwood Drive ■ Terracon Proposal No. PE2207225



### **Limited Paint Chip Sampling**

In conjunction with the asbestos survey, Terracon will collect representative paint-chip samples from painted substrates to identify the presence and the concentration of lead paint, if any. Terracon's limited paint-chip sampling is not anticipated to exceed 20 total samples. A laboratory accredited by the American Industrial Hygiene Association (AIHA) Environmental Lead Proficiency Analytical Testing (ELPAT) will analyze the samples by Flame Atomic Absorption under method SW846-7420. The samples will be analyzed within a 10-day turnaround time. The limited lead paint testing will be conducted to meet informational needs to comply with the OSHA Lead in Construction Standard (29 CFR 1926.62) and will not be sufficient to make a hazardous waste determination for disposal purposes. Terracon is not responsible for painting the sample location areas to match the existing color.

### **Visual Hazardous Materials Assessment**

As part of the scope of services, Terracon will also perform an inventory of other hazardous and regulated materials potentially located in the structures that may be impacted by demolition activities. The objective of this assessment will be to attempt to identify materials which could be regulated by governmental agencies or cause a potential exposure risk to the renovation/demolition contractor. This assessment will consist of a visual survey of accessible areas by qualified Terracon personnel. Our services do not include testing of the suspect hazardous materials identified. These miscellaneous hazardous or regulated materials may include: mercury-containing equipment, polychlorinated biphenyls (PCBs) in electrical insulating fluid, batteries, high intensity discharge (HID) lamps, tritium exit signs, chlorofluorocarbons (CFCs) and hydrochlorofluorocarbons (HCFCs), stored chemicals, and hydraulic and hydrocarbon lubricants in equipment with moving parts.

### **Pre- and Post- Site Abatement Site Visits**

If ACM or other hazardous materials are identified during the hazardous material survey, Terracon will provide remediation oversight services.

### **Additional Services - Construction Administration**

Should it be required, Terracon can provide construction administration services during the abatement process on an "as needed" basis. Terracon can assist in obtaining qualified abatement contractor bids. Construction administration may include: assisting your office with conducting a pre-bid meeting; pre-construction meeting; periodic inspections during the abatement process; and a final inspection upon completion of the abatement process. Terracon assumes that the abatement contractor will be responsible for air monitoring, if required. Terracon can also provide pre- and post-job submittal review and comment.

### **Schedule**

The above scope of services may begin approximately two weeks following receipt of the executed City of Dalton Public Works Professional Services Agreement. Field work and sampling activities are anticipated to be completed in 1 day. Laboratory analytical results will be available approximately

## **Hazardous Material Survey**

Residential Dwelling and Carport ■ Dalton, Whitfield County, Georgia  
915 Brookwood Drive ■ Terracon Proposal No. PE2207225



10 business days following receipt by the analytical laboratory. Expedited turn-around of lab results can be provided for an additional fee. The final hazardous material survey report should be available within two weeks following receipt of laboratory analytical data. Terracon can provide project construction administration services (pre- and post- abatement site visits) on a mutually agreed schedule.

## **Conditions**

Items to be provided by the Client include:

- n The legal right-of-entry to conduct the survey.
- n A building management representative during inspections if building is occupied.
- n Any restrictions or special access requirements regarding the site shall be made known to Terracon prior to site mobilization. Client will provide, if available, building plans in AutoCAD format.
- n Any known environmental conditions at the site (i.e., hazardous materials or processes, specialized protective equipment requirements, unsound structural members, etc.) shall also be communicated to Terracon prior to site mobilization.

## **Report**

Terracon will prepare a written report describing the sampling methodology and the results of the survey. The report will describe the number, type and location of building material samples collected, the analytical results, and the condition of materials identified as ACM and lead paint. Terracon will also quantify and provide the condition of ACM. No drawings depicting the location and extent of ACM, lead paint, hazardous materials or estimates of ACM/hazardous materials removal costs will be provided unless specifically requested in advance by the Client and may incur additional fees. Unless otherwise instructed, a PDF copy of the hazardous material report will be submitted to the Client.

## ***Final Abatement Report***

At the completion of the project, Terracon will prepare a final report, which summarizes the contractor's activities and the removal of asbestos-containing materials.

## **Reliance**

The pre- demolition hazardous materials survey report will be prepared for the exclusive use of and reliance by the City of Dalton. Reliance by any other party is prohibited without the written authorization of the Client and Terracon.

If the Client is aware of additional parties that will require reliance on the report, the names, addresses and relationship of these parties should be provided for Terracon approval prior to the

## Hazardous Material Survey

Residential Dwelling and Carport ■ Dalton, Whitfield County, Georgia  
915 Brookwood Drive ■ Terracon Proposal No. PE2207225



time of authorization to proceed. Terracon will grant reliance on the report to those approved parties upon receipt of a fully executed Reliance Agreement (available upon request). If, in the future, the Client and Terracon consent to reliance on the report by a third party, Terracon will grant reliance upon receipt of a fully executed Reliance Agreement and receipt of an additional fee of \$250.00 per relying party.

### C. COMPENSATION

TASKS	FEE	Authorized by Client Yes / No
Asbestos Survey (assumes 1 day field work, up to 60 ACM samples, standard 5-day analysis)	\$2,425.00 <sup>1</sup>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Limited Paint Sampling (assumes up to 20 paint chip samples, standard 10-day analysis)	\$2,425.00 <sup>1</sup>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Visual Hazardous Materials Assessment (conducted in conjunction with Asbestos Survey and Limited Paint Sampling)	\$500.00 <sup>1</sup>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Pre – and Post - Abatement Site Visit	\$500.00/each	<input type="checkbox"/> Yes <input type="checkbox"/> No
Final Abatement Report	\$750.00	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Lump Sum Total</b>	<b>\$7,100.00</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No

<sup>1</sup> Fee assumes a single mobilization and access to all areas of the structure.

Additional samples of suspect ACM or lead paint, if required and authorized by the Client, will be invoiced at \$15.00 each. Asbestos point count analysis is not included in this fee. If point count analysis is required or deemed necessary, Terracon will discuss with the Client prior to proceeding. The cost of point count analysis, if requested and authorized, will be billed at \$35/sample. If conditions are encountered at the site which requires significant changes in the scope of services or a significant increase in the anticipated number of samples which will increase the cost of the survey, you will be contacted for discussion and approval of such changes before we proceed.

If this scope of services meets with your approval, work may be initiated by returning an original copy of the attached City of Dalton Public Works Professional Services Agreement to our Chattanooga office. Project initiation may be expedited by emailing a copy of the signed City of Dalton Public Works Professional Services Agreement to [Brian.Watson@terracon.com](mailto:Brian.Watson@terracon.com).

The terms, conditions and limitations stated in this proposal shall constitute the exclusive terms and conditions and services to be performed for this project, except as may be provided by the City of Dalton Public Works Professional Services Agreement. This proposal is valid only if authorized within sixty (60) days from the proposal date. We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you have any questions or comments regarding this proposal or require additional services, please contact us.

**Hazardous Material Survey**

Residential Dwelling and Carport ■ Dalton, Whitfield County, Georgia  
915 Brookwood Drive ■ Terracon Proposal No. PE2207225



Sincerely,

**Terracon Consultants, Inc.**

A handwritten signature in black ink, appearing to read "B. Watson", written over the company name.

Brian W. Watson  
Senior Environmental Scientist

A handwritten signature in black ink, appearing to read "G. Flores", written over the name and title.

George K. Flores, P.E.  
Authorized Project Reviewer

Attachments: City of Dalton Public Works Professional Services Agreement  
Roof Sampling Authorization

## ROOF SAMPLING AUTHORIZATION

Terracon Consultants, Inc. has been requested by the building owner, to sample the currently installed roofing materials for determination of the presence of asbestos containing materials. The sampling and analysis is being conducted for informational purposes.

As part of the sampling procedure, it may be necessary for Terracon to cut into the roofing materials and remove the materials down to the roof deck or underlying substrate. Terracon will repair the roof by applying temporary patching at the sample locations. The Client, building owner and occupants should understand that sampling of the roofing materials by cutting into these materials may void roof warranties that may be currently in effect. Terracon's patches are only temporary in nature and we recommend that the sample locations be permanently patched by a qualified roofing contractor and/or by a roofing contractor approved by the current warranty holder. Terracon will not be responsible for leaks or damage as a result of the sample locations not being permanently patched.

Your acknowledgement of the proposed sampling is requested below.

- I have read the above and will allow sampling of the roofing materials.
- I have read the above and will not allow sampling of the roofing materials.

---

Building Name or Address

---

Building Owner Name / Entity

---

Printed Name of Authorized Person

---

Signature of Authorized Person

---

Date



December 18, 2020  
Revised January 11, 2021

Mr. P. Andrew Parker, P.E.  
Public Works Director  
City of Dalton, GA  
PO Box 1205  
Dalton, GA 30722-1205

Telephone: 706-278-7077  
E-mail: [aparker@daltonga.gov](mailto:aparker@daltonga.gov)

Re: Hazardous Material Survey  
Residential Style Structure used as Office Building for Demolition  
310 W. Waugh Street  
Dalton, Whitfield County, Georgia  
Terracon Proposal No.: PE2207226

Dear Mr. Parker:

Terracon Consultants, Inc. (Terracon) is pleased to submit this proposal to conduct a hazardous material survey at the above-referenced location. This proposal also includes our scope of services and cost estimate for a pre- and post- abatement site visit if asbestos containing building material (ACM) is identified during the hazardous material survey.

## **A. PROJECT INFORMATION**

We understand that the City of Dalton is preparing to demolish the residential style structure used as a commercial office building located at 310 W. Waugh Street (site). The site consists of a two-story structure on 0.28 acres of land identified by Whitfield County parcel number 12-219-39-001. The site has a 3,769 square foot wood framed structure with aluminum siding and an asphalt shingled roof. According to the Whitfield County Tax Assessor's office, the structure was constructed in 1930 with an effective year-built date of 1970. At the time of this proposal, Terracon has not conducted a site visit; therefore, we are unaware of interior finishes and the number of renovations, if any. If this is not accurate, or if you have additional useful information, please inform us as soon as possible.



Terracon Consultants, Inc. 51 Lost Mound Dr. Chattanooga, TN 37406  
P 423-499-6111 F 423-499-8099 [terracon.com](http://terracon.com)

Environmental



Facilities



Geotechnical



Materials



## **Hazardous Material Survey**

Residential Dwelling used as an Office ■ Dalton, Whitfield County, Georgia  
310 W. Waugh Street ■ Terracon Proposal No. PE2207226



## **B. SCOPE OF SERVICES**

We understand the purpose of the hazardous material survey is to identify and quantify asbestos-containing materials (ACM), to identify lead-containing paint, and to make visual observations of other hazardous materials present in the structures prior to demolition. The scope of services will also include a pre- and post- abatement site visit if ACM is identified during the hazardous material survey.

### **Commitment to Safety *IIF***

Terracon has a commitment to the safety of all its employees. As such, and in accordance with our Incident and Injury Free® safety culture, Terracon will develop a safety plan to be used by our personnel during field services. Prior to commencement of on-site activities, Terracon will hold a meeting to review health and safety needs for this specific project. At this time, we anticipate two people to perform the fieldwork.

### **Demolition Asbestos Survey**

An Asbestos Hazard Emergency Response Act (AHERA) trained building inspector will conduct the asbestos survey as required by US Environmental Protection Agency (USEPA) regulation 40 CFR Part 61, National Emissions Standards for Hazardous Air Pollutants (NESHAP). Terracon will conduct a visual assessment of the structure to identify suspect ACM such as thermal system insulation, surfacing materials, and miscellaneous materials (e.g., floor tiles). Suspect materials will be physically assessed for friability and evidence of damage or degradation. Samples of suspect ACM will be collected for laboratory analysis. Terracon anticipates collecting up to 60 bulk samples. Bulk sample collection will be conducted in general accordance with the sampling protocols outlined in USEPA 40 CFR 763.86.

The samples will be submitted to a laboratory accredited by the National Voluntary Laboratory Accreditation Program (NVLAP) for asbestos analysis by visual estimation using polarized light microscopy (PLM). Sample collection will result in some isolated damage to building materials; however, attempts will be made to limit such damage to the extent necessary for sample collection. Terracon will not be responsible for repair or touch-up of sample locations. Reasonable efforts to access suspect materials within known areas of restricted access (e.g., crawl spaces) will be made provided these areas are not determined to be permit-required confined spaces, or to pose a health or safety risk to Terracon personnel.

Roofing materials will be sampled during this survey. The Client must agree to defend and hold Terracon harmless from subsequent liability and damages that may result from sampling of the roof. Terracon will apply temporary patching to roof sample locations.

## **Hazardous Material Survey**

Residential Dwelling used as an Office ■ Dalton, Whitfield County, Georgia  
310 W. Waugh Street ■ Terracon Proposal No. PE2207226



### **Limited Paint Chip Sampling**

In conjunction with the asbestos survey, Terracon will collect representative paint-chip samples from painted substrates to identify the presence and the concentration of lead paint, if any. Terracon's limited paint-chip sampling is not anticipated to exceed 20 total samples. A laboratory accredited by the American Industrial Hygiene Association (AIHA) Environmental Lead Proficiency Analytical Testing (ELPAT) will analyze the samples by Flame Atomic Absorption under method SW846-7420. The samples will be analyzed within a 10-day turnaround time. The limited lead paint testing will be conducted to meet informational needs to comply with the OSHA Lead in Construction Standard (29 CFR 1926.62) and will not be sufficient to make a hazardous waste determination for disposal purposes. Terracon is not responsible for painting the sample location areas to match the existing color.

### **Visual Hazardous Materials Assessment**

As part of the scope of services, Terracon will also perform an inventory of other hazardous and regulated materials potentially located in the structure that may be impacted by demolition activities. The objective of this assessment will be to attempt to identify materials which could be regulated by governmental agencies or cause a potential exposure risk to the renovation/demolition contractor. This assessment will consist of a visual survey of accessible areas by qualified Terracon personnel. Our services do not include testing of the suspect hazardous materials identified. These miscellaneous hazardous or regulated materials may include: mercury-containing equipment, polychlorinated biphenyls (PCBs) in electrical insulating fluid, batteries, high intensity discharge (HID) lamps, tritium exit signs, chlorofluorocarbons (CFCs) and hydrochlorofluorocarbons (HCFCs), stored chemicals, and hydraulic and hydrocarbon lubricants in equipment with moving parts.

### **Pre- and Post- Site Abatement Site Visits**

If ACM or other hazardous materials are identified during the hazardous material survey, Terracon will provide remediation oversight services.

### **Additional Services - Construction Administration**

Should it be required, Terracon can provide construction administration services during the abatement process on an "as needed" basis. Terracon can assist in obtaining qualified abatement contractor bids. Construction administration may include: assisting your office with conducting a pre-bid meeting; pre-construction meeting; periodic inspections during the abatement process; and a final inspection upon completion of the abatement process. Terracon assumes that the abatement contractor will be responsible for air monitoring, if required. Terracon can also provide pre- and post-job submittal review and comment.

### **Schedule**

The above scope of services may begin approximately two weeks following receipt of the executed City of Dalton Public Works Professional Services Agreement. Field work and sampling activities are anticipated to be completed in 1 day. Laboratory analytical results will be available approximately

## Hazardous Material Survey

Residential Dwelling used as an Office ■ Dalton, Whitfield County, Georgia  
310 W. Waugh Street ■ Terracon Proposal No. PE2207226



10 business days following receipt by the analytical laboratory. Expedited turn-around of lab results can be provided for an additional fee. The final hazardous material survey report should be available within two weeks following receipt of laboratory analytical data. Terracon can provide project construction administration services (pre- and post- abatement site visits) on a mutually agreed schedule.

## Conditions

Items to be provided by the Client include:

- n The legal right-of-entry to conduct the survey.
- n A building management representative during inspections if building is occupied.
- n Any restrictions or special access requirements regarding the site shall be made known to Terracon prior to site mobilization. Client will provide, if available, building plans in AutoCAD format.
- n Any known environmental conditions at the site (i.e., hazardous materials or processes, specialized protective equipment requirements, unsound structural members, etc.) shall also be communicated to Terracon prior to site mobilization.

## Report

Terracon will prepare a written report describing the sampling methodology and the results of the survey. The report will describe the number, type and location of building material samples collected, the analytical results, and the condition of materials identified as ACM and lead paint. Terracon will also quantify and provide the condition of ACM. No drawings depicting the location and extent of ACM, lead paint, hazardous materials or estimates of ACM/hazardous materials removal costs will be provided unless specifically requested in advance by the Client and may incur additional fees. Unless otherwise instructed, a PDF copy of the hazardous material report will be submitted to the Client.

### ***Final Abatement Report***

At the completion of the project, Terracon will prepare a final report, which summarizes the contractor's activities and the removal of asbestos-containing materials.

## Reliance

The pre- demolition hazardous materials survey report will be prepared for the exclusive use of and reliance by the City of Dalton. Reliance by any other party is prohibited without the written authorization of the Client and Terracon.

If the Client is aware of additional parties that will require reliance on the report, the names, addresses and relationship of these parties should be provided for Terracon approval prior to the

## Hazardous Material Survey

Residential Dwelling used as an Office ■ Dalton, Whitfield County, Georgia  
310 W. Waugh Street ■ Terracon Proposal No. PE2207226



time of authorization to proceed. Terracon will grant reliance on the report to those approved parties upon receipt of a fully executed Reliance Agreement (available upon request). If, in the future, the Client and Terracon consent to reliance on the report by a third party, Terracon will grant reliance upon receipt of a fully executed Reliance Agreement and receipt of an additional fee of \$250.00 per relying party.

### C. COMPENSATION

TASKS	FEE	Authorized by Client Yes / No
Asbestos Survey (assumes 1 day field work, up to 60 ACM samples, standard 5-day analysis)	\$2,425.00 <sup>1</sup>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Limited Paint Sampling (assumes up to 20 paint chip samples, standard 10-day analysis)	\$2,425.00 <sup>1</sup>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Visual Hazardous Materials Assessment (conducted in conjunction with Asbestos Survey and Limited Paint Sampling)	\$500.00 <sup>1</sup>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Pre – and Post - Abatement Site Visit	\$500.00/each	<input type="checkbox"/> Yes <input type="checkbox"/> No
Final Abatement Report	\$750.00	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Lump Sum Total</b>	<b>\$7,100.00</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No

<sup>1</sup> Fee assumes a single mobilization and access to all areas of the structure.

Additional samples of suspect ACM or lead paint, if required and authorized by the Client, will be invoiced at \$15.00 each. Asbestos point count analysis is not included in this fee. If point count analysis is required or deemed necessary, Terracon will discuss with the Client prior to proceeding. The cost of point count analysis, if requested and authorized, will be billed at \$35/sample. If conditions are encountered at the site which requires significant changes in the scope of services or a significant increase in the anticipated number of samples which will increase the cost of the survey, you will be contacted for discussion and approval of such changes before we proceed.

If this scope of services meets with your approval, work may be initiated by returning an original copy of the attached City of Dalton Public Works Professional Services Agreement to our Chattanooga office. Project initiation may be expedited by emailing a copy of the signed City of Dalton Public Works Professional Services Agreement to [Brian.Watson@terracon.com](mailto:Brian.Watson@terracon.com).

The terms, conditions and limitations stated in this proposal shall constitute the exclusive terms and conditions and services to be performed for this project, except as may be provided by the City of Dalton Public Works Professional Services Agreement. This proposal is valid only if authorized within sixty (60) days from the proposal date. We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you have any questions or comments regarding this proposal or require additional services, please contact us.

**Hazardous Material Survey**

Residential Dwelling used as an Office ■ Dalton, Whitfield County, Georgia  
310 W. Waugh Street ■ Terracon Proposal No. PE2207226



Sincerely,

**Terracon Consultants, Inc.**

A handwritten signature in black ink, appearing to read "Brian W. Watson".

Brian W. Watson  
Senior Environmental Scientist

A handwritten signature in black ink, appearing to read "George K. Flores".

George K. Flores, P.E.  
Authorized Project Reviewer

Attachments: City of Dalton Public Works Professional Services Agreement  
Roof Sampling Authorization

## ROOF SAMPLING AUTHORIZATION

Terracon Consultants, Inc. has been requested by the building owner, to sample the currently installed roofing materials for determination of the presence of asbestos containing materials. The sampling and analysis is being conducted for informational purposes.

As part of the sampling procedure, it may be necessary for Terracon to cut into the roofing materials and remove the materials down to the roof deck or underlying substrate. Terracon will repair the roof by applying temporary patching at the sample locations. The Client, building owner and occupants should understand that sampling of the roofing materials by cutting into these materials may void roof warranties that may be currently in effect. Terracon's patches are only temporary in nature and we recommend that the sample locations be permanently patched by a qualified roofing contractor and/or by a roofing contractor approved by the current warranty holder. Terracon will not be responsible for leaks or damage as a result of the sample locations not being permanently patched.

Your acknowledgement of the proposed sampling is requested below.

- I have read the above and will allow sampling of the roofing materials.
- I have read the above and will not allow sampling of the roofing materials.

---

Building Name or Address

---

Building Owner Name / Entity

---

Printed Name of Authorized Person

---

Signature of Authorized Person

---

Date