

INDIVIDUAL PROJECT ORDER (IPO) NUMBER TWO

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

Identification of Project:

Project Name: RUNWAY PAVEMENT REHABILITATION - CONSTRUCTION PHASE SERVICES

KH Project Manager: REBECCA COLLINS

Project Number: 017739001

Scope of Services:

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

The Construction Phase Services for the Runway Pavement Rehabilitation project at the Dalton Municipal Airport in Dalton, Georgia will consist of project formulation, contract administration, construction observation and inspection reporting, quality assurance and material testing services (by a subconsultant), preparation of the final engineer’s report, record drawings, and contract close-out for the project. Construction services will consist of the following elements of work:

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

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

1. **Pre-construction Meeting.** Preparation for and attendance by the Kimley-Horn Project Manager at pre-construction meeting. The meeting will be scheduled to permit Owner, GDOT, Contractor representatives, and Consultant to attend. Minutes will be prepared and distributed after the meeting. **(1 Site Visit)**
2. **Site Visits and Construction Observation.** The Kimley-Horn Project Manager will make two (2) periodic site visits to observe the progress of the work. Observations will not be exhaustive or extend to every aspect of Contractor’s work, but will be limited to spot checking, and similar methods of general observation finished construction and are not intended to cover Contractor equipment and methods unless specifically required in Contract Documents. Based on the site visits, Consultant will evaluate whether Contractor’s work is generally proceeding in accordance with the Contract Document and keep Client informed of the general progress of the work. **(2 Site Visits)**

3. **Construction Management Program Plan (CMPP).** Consultant will prepare and maintain CMPP.
4. **Recommendations with Respect to Defective Work.** Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations and / or testing results, Consultant believes that such work will not produce a completed Project that generally conforms to the Contract Documents.
5. **Clarifications and Interpretations.** Consultant will coordinate with the Engineer of Record to provide a response to reasonable and appropriate Contractor requests for information made in accordance with the Contract Documents and issue necessary clarifications and interpretations based on information received from the Engineer of Record. Any orders authorizing variations from the Contract Documents will be issued by the Client.
6. **Change Orders.** Consultant may recommend Change Orders to the Client and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
7. **Shop Drawings and Samples.** Consultant will review Shop Drawings and Samples and other data which Contractor is required to submit, but only for general conformance with the Contract Documents. Such review and any action taken in response will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs. Any action in response to a shop drawing will not constitute a change in the Contract Documents, which can be changed only through the Change Orders. Submittals that require interpretation of design intent will be coordinated with the Engineer of Record. Response to those submittals will be based on information received from the Engineer of Record.
8. **Inspections and Tests.** Consultant may require special inspections or tests of Contractor's work and may receive and review certificates of inspections within Consultant's area of responsibility. Consultant's review will be solely to determine that the results indicate compliance with the Contract Documents and will not be an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the Contract Documents. Consultant is entitled to rely on the results of such tests.
9. **Disputes between Client and Contractor.** Consultant will, if requested by Client, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents. In rendering decisions, Consultant shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision.
10. **Applications for Payment.** Based on its observations and on review of applications for payment and supporting documentation, Consultant will recommend amounts that Contractor be paid. Recommendations will be based on Consultant's knowledge, information and belief, and will state whether in Consultant's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. Consultant's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.
11. **Substantial Completion.** When requested by Contractor or Client, the Kimley-Horn Project Manager will make a substantial completion site visit to determine if the project was satisfactorily constructed in accordance with the plans and contract documents and determine if the Work is substantially complete. The meeting will be scheduled to permit the Owner, GDOT, Contractor representatives, and Consultant to attend. A Final Punch List will be prepared and distributed following the meeting. **(1 Site Visit)**
12. **Final Notice of Acceptability of the Work.** The Kimley-Horn Project Manager will conduct a final site visit to evaluate whether the completed Work of Contractor is generally in accordance with the Contract Documents and review any corrective work items included on the final punch list so that Consultant may recommend final payment to Contractor. Consultant will coordinate with Contractor to perform punch list items prior to final payment of the contract. Consultant will provide a letter

confirming that punch list items have been completed prior to any submittals for final payment. A Final Inspection Report shall be prepared and distributed following the meeting. **(1 Site Visit)**

13. **Close-Out Documentation.** Consultant will distribute close-out documentation to consist of Final Release and Waiver of Lien, Final Acceptance Letter, Material Certifications, Affidavit of Payment of Debts and Claims, Consent to Surety of Final Payment, and other contract requirements. Final Pay Request, Final DBE report, and other project documentation as required shall also be included.
14. This element also consists of expenses for project manager's attendance at pre-construction meeting, progress meetings, final inspection and follow up site visit for punch list items.

Element 3 – Construction Observation Services shall consist of the following:

1. Consultant will provide part-time daily observation (Daily Observer) and reporting for 90 calendar days contract time (assuming 45 days of inspection at 10 hours/day) to meet with the Contractor, observe the condition and progress of the work, discuss schedule, and prepare inspection/status report. Observations by Daily Observer will not be exhaustive or extend to every aspect of Contractor's work, but will be limited to spot checking, and similar methods of general observation of finished construction and are not intended to cover Contractor equipment and methods unless specifically required in Contract Documents. Based on the site visits, Daily Observer will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Document and keep Client informed of the general progress of the work. Any additional time will be charged at cost, based on the hourly rate schedule.
2. Daily Observer will attend Pre-construction Meeting organized by Kimley-Horn Project Manager.
3. Daily Observer will attend one (1) site visit for the final inspection in support of Element 3, task 11. The final inspection shall determine if the project is substantially complete and was satisfactorily constructed in accordance with the plans.
4. Daily Observer will attend one (1) follow up site visit to the Final Inspection in support of Element 3, task 12 to review any corrective work items included on the punch list and assist the Kimley-Horn Project Manager with preparation of a Final Inspection Report.
5. This element also consists of expenses for Daily Observer's attendance at pre-construction meeting, weekly inspection, final inspection and follow up site visit for punch list items.

Element 4 – Construction Materials Testing Services will consist of:

Services performed by a sub-consultant (2MNext) to provide quality assurance as to the compaction of the site by utilizing modified proctor and theoretical maximum density testing.

1. Asphalt Observations and Testing services: Services consist of monitoring the placement of asphalt and performing nuclear density testing on binder and surface courses to verify the density and thickness of the material as it is being placed. Per GDOT testing standards, Air Voids, Mat and Joint Density, thickness, and coring services (as specified) are performed for acceptance of the Asphalt product. Additionally, confirmation of the CQC process at the plant for AC content, gradation, moisture content of asphalt, and aggregates are checked by 2MNext staff.
2. Asphalt Core Weight Evaluations. Asphalt cores will be taken at the end of construction to provide information on the runway weights to update the Airport Layout Plan. These services will consist of patching of cored locations with cold patch materials. A laboratory evaluation accompanied by an engineering evaluation report will be provided by 2MNext.

Element 5 – Final Engineer’s Report and Record Drawings will consist of the following:

1. Preparation of record drawings showing significant changes reported by the Contractor or made to the design by the Engineer of Record. Record drawings are not guaranteed to be as-built but will be based on information made available by the Contractor during and post-construction activities. Record drawings will be provided in PDF format.
2. Preparation of a Final Engineer’s Report detailing the construction activity upon project completion and noting any deviations from the plans and specifications.

Consultant will not supervise, direct, or control Contractor's work, and will not have authority or responsibility for the means, methods, techniques, equipment choice and use, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for failure of Contractor to comply with laws. Consultant does not guarantee Contractor's performance and has no responsibility for Contractor's failure to perform in accordance with the Contract Documents. Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement.

This construction project will be administered in accordance with the engineering drawings entitled “Runway Pavement Rehabilitation”, dated May 2024, and with the contract documents entitled “Runway Pavement Rehabilitation”, both designed and provided by Croy Engineering, LLC in accordance with provisions of the Federal Aviation Administration (FAA) Advisory Circular 150/5300-13B, Airport Design and GDOT 2021 Standard Specifications. All construction details will conform to FAA Specifications and indicate published specification reference. GDOT Specifications will be used in absence of FAA Specifications with approval by agency.

Deliverables:

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

- One (1) electronic set of the Record Drawings and Final Engineer’s Report in PDF format
- Contractor’s Affidavit of Payment of Debts and Claims
- Contractors Final Release and Waiver of Lien
- Consent of Surety to Final Payment
- Final DBE Participation Letter

Services not Included:

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

- Bid Phase Services
- 7460 Services
- ALP Update Services
- Sediment and Erosion Control Services
- Electrical Design Services
- Design Changes due to unforeseen field conditions
- Environmental Services
- Surveying Services

Additional Services if required:

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

to, the following:

- Bid Phase Services
- 7460 Services
- ALP Update Services
- Sediment and Erosion Control Services
- Electrical Design Services
- Design Changes due to unforeseen field conditions
- Environmental Services
- Surveying Services

Information Provided by Client:

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

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

Responsibilities of Client:

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

- N/A

Schedule:

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

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

Terms of compensation:

In return for performance of the tasks described in the above Scope of Services, the Client shall pay the Consultant the amount of **\$ 205,492.08**, payable according to the following terms.

1. A lump sum fee applies for each task as follows.
2. All permitting, application, and similar project fees will be paid directly by the Client.

Element 1	Project Formulation	\$ 5,579.25
Element 2	Contract Administration	\$ 50,129.97
Element 3	Construction Observation	\$ 109,692.68
Element 4	Construction Materials Testing	\$ 32,240.79
Element 5	Final Engineer’s Report and Record Drawings	\$ 5,849.40
Total Consultant Fee		\$ 205,492.08

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

Other special terms of Individual Project Order:

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


_____ Please email all invoices to awiersma@daltonga.gov

ACCEPTED:

CITY OF DALTON

KIMLEY-HORN AND ASSOCIATES, INC.

SIGNED: _____

SIGNED: 

PRINTED NAME: _____

PRINTED NAME Sarah L. Shearouse

TITLE: _____

TITLE: Attorney

DATE: _____

DATE: October 3, 2024