

July 13, 2020

Andrew Parker, P.E.
Public Works Director
Owner of Dalton
535 Elm Street
Dalton, GA 30722

Email: aparker@daltonga.gov
Phone: 706-537-7220

Subject: Proposal for **Emergency Landslide Stabilization on Dug Gap Battle Road**
Whitfield County, Dalton, GA

Dear Andrew Parker:

GeoStabilization International®LLC (GSI®) is pleased to offer the City of Dalton this proposal for the emergency stabilization and repair of Dug Gap Battle Road as shown in the location map below. This proposal is exclusively for the City of Dalton, herein known as the "Owner", to consider. We thank you for the opportunity to provide pricing for this work.

GSI's opinions and statements regarding this project shall remain confidential and shall not be shared with other parties without the express written consent of GSI, except as may be required by the Georgia Open Records Act. All concepts and procedures outlined in this proposal shall be considered the intellectual property of GSI.

Notwithstanding anything contained herein or in any document to the contrary, the below terms, conditions and exclusions of this Proposal, if accepted, shall apply, control and govern. The Parties agree that this GSI Proposal is a "Contract Document" and is specifically incorporated into the Contract Documents for the Project. In the event of a conflict or ambiguity between this Proposal and any other Contract Document, the terms of this Proposal shall control and govern.

Location Map: Dug Gap Battle Road – Whitfield County, Dalton, GA





Photo 1: Dug Gap Battle Road Above-Road Landslide

Project Overview

GSI visited the Dug Gap Battle Road landslide site shown above on April 28, 2020 and walked the failed slope and the perimeter of the above-road scarp. Although there were signs of longitudinal pavement cracks associated with vehicular wheel path and associated subgrade distress, there did not appear to be any signs of pavement or below-road distress that seemed integral to the observed above-road failure.

GSI obtained photos and video of the failed condition during our site visit for analysis and modeling purposes. We did observe what appeared to be a continuation of the failed area that extended from about 50' above the road and west to the rock outcropping noted in the survey. We noted that there were no signs of stress cracks on the slope or leaning trees in this area to the west. After obtaining a field survey and actual contours of the entire area from City of Dalton (Lowery & Associates survey) and reviewing field data and notes, we are less concerned about the area to the west. It appears the area of concern is limited to the actual failed area observed in Photo 1.

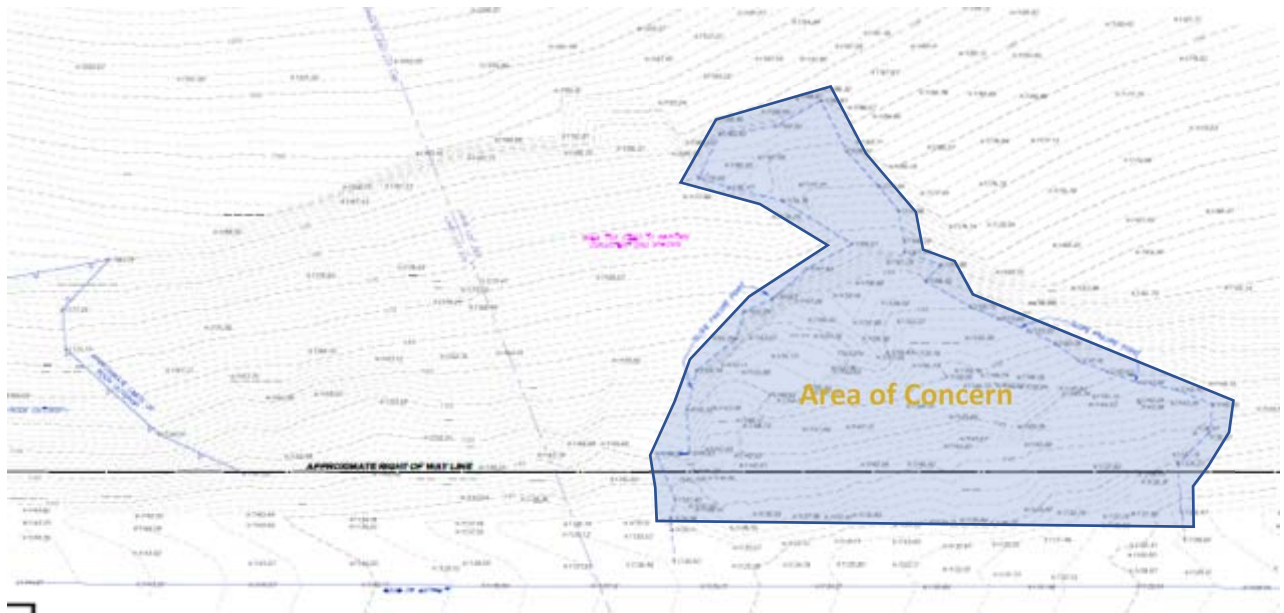


Figure 1: Survey from Lowery & Associates showing delineation of failed area shown in Photo 1

SCOPE OF WORK

GSI's Scope of Work will be to coordinate with City of Dalton and their excavation contractor for delineation of tree clearing and excavation required for GSI to access the slope for soil nail and steel mesh installation.

Figure 2 shows the area of concern with relation to the roadway. There will be additional stabilization, however, associated with grading and ramp access to the excavated benches (see Figure 2). We estimate the total stabilized area to be **13,400 SF** with a maximum height above the road to be approximately **58 FT**.

The items below summarize our approach and scope of work breakdown between GSI and City Forces and/or the City's Contractor:

1. Maintain one lane of traffic and associated signage and work zone safety measures (by City or their Contractor). There will likely be intermittent and short road closures during tree clearing to avoid issues with the traveling public.
2. Tree and vegetation clearing of a 10' swath along the perimeter of the scarp (by City or their Contractor) to allow for intimate contact of steel mesh placement by GSI.
3. Set up erosion control Best Management Practices (BMPs) prior to any equipment mobilization and excavation (by City or their Contractor)
4. Excavation and grading for above road ramp access and work platform benching (by City or their Contractor). Minimum bench width to be 15' wide.
5. Placement of stone for near-level all-weather access of ramp and bench to accommodate equipment in the instance of rain or wet conditions. (by City or their Contractor)
6. Soil nailing and grout installation on a 8' x 6' matrix up to 15' nail length (GSI)

7. Initial Hydroseeding/mulching (GDOT mix for steep slopes) (by City or their Contractor)
Specifically, GSI recommends a seed mix with a minimum of 25% crown vetch.
8. Install Turf Reinforcement Mat (TRM) in the area being stabilized by soil nails and steel mesh (GSI)
9. Installation of steel mesh, plates, and hardware (GSI)
10. Final Hydroseeding/mulching (GDOT mix for steep slopes) (by City or their Contractor)
11. Ensure final grade of bottom of treatment area is graded for positive drainage into roadway drainage channel such that stormwater will be directed away from the stabilization area (by City or their Contractor)
12. Install geotextile and rip rap below the treatment area and toe of slope, as directed by GSI and shown in submittal drawings (by City or their Contractor)
13. Final site clean-up, power broom, street cleaning, as needed (by City or their Contractor)

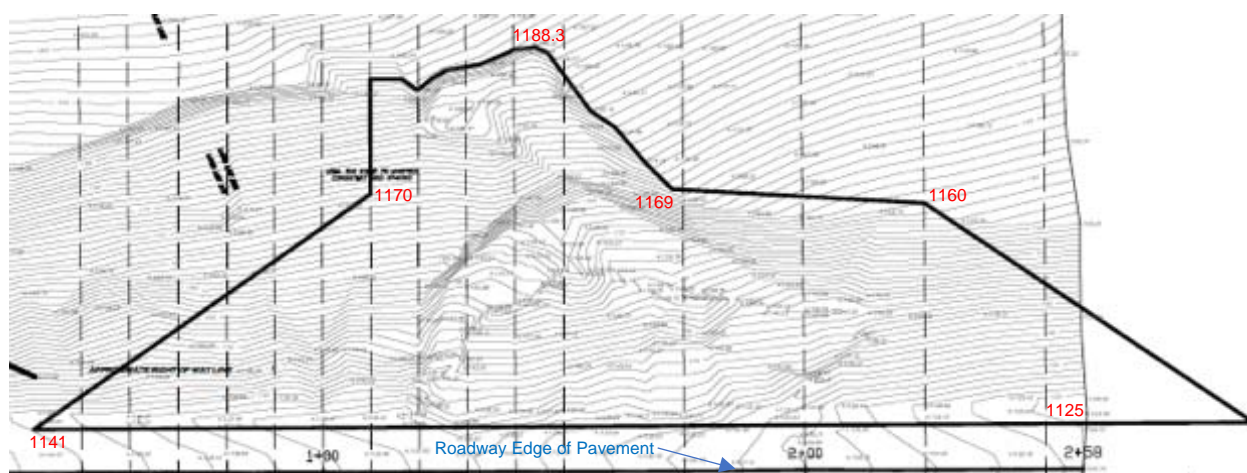


Figure 2: End Elevation View showing proposed area of stabilization including approximate 2:1 access ramps on each end of failed area

PROJECT CONDITIONS

GSI's scope of work includes shop drawings, labor, equipment, and materials to stabilize the existing above-road failure area identified by our April 28, 2020 site visit and subsequent survey by Lowery & Associates pursuant to the following conditions:

- a. Provide final design package sealed by a Professional Engineer Registered in the state of Georgia. Design package will include modeling to support a minimum Factor of Safety of 1.3.
- b. The stabilization area was field observed and further delineated on the site-specific survey. The stabilization area may extend beyond the limits of the scarp to facilitate mesh placement. Unit rates are provided for linear feet of soil nail stabilization and area of steel mesh installation, and GSI will only invoice for work completed.
- c. The initial mobilization includes labor, equipment and material capable of installing the soil nail and GCS wall systems. Work shall be available to GSI prior to GSI mobilizing to the site, and work shall commence continuously, based on stated work hours further in this proposal, until project completion. Costs associated with project delay by others than GSI

not already addressed in this proposal, including demobilization/remobilization costs if GSI is asked to leave and return to the site, shall be negotiated separately.

- d. We understand the City and their Excavation Contractor are committed to coordination with regard to any excavation haul-off so as not to impede the stabilization work by GSI. This primarily speaks to the second and third (final) excavation operations prior to the second and third stage of soil nailing and steel mesh placement. We also understand contingencies are in place for the Contractor to supplement City trucks for haul-off or staging of excavation material behind traffic control devices further up/down the road.
- e. Grout volumes for soil nails are based on the theoretical volume of the drilled hole **plus 30% additional grout volumes** for seepage into minor voids and fissures. Grout volumes over **1.3 times** the theoretical volume of the drilled hole, at each soil nail location, will be charged at the rate of \$33.50 per cubic foot (CF).
- f. This proposal assumes ramps and the first upper bench are excavated by the City's Contractor prior to GSI mobilization. The first bench will be at an elevation of within 25 FT. of the existing scarp line. Additionally, GSI has included standby time to allow for the City's Contractor to excavate each subsequent bench. Specifically, GSI was informed it would take 3 days to excavate the second bench and two days for the final excavation.
- g. Standby time of up to \$950.00 per hour will be charged for additional excavation delay beyond 7 days each for the construction of the second bench and the final excavation or other delays beyond GSI's control resulting from Owner's or Owner's agents. This includes delays/interruptions/interference/disruption to GSI's operation due to requesting GSI mobilize to the site before the site is ready, requiring GSI to attend site specific training and/or meetings that were not previously communicated and delay the project sequence. Day rate is 10-hours and GSI crews will be allowed access to maintain GSI equipment during standby events.
- h. GSI shall provide at its expense Sanitary Facilities for use of GSI employees.
- i. GSI shall provide at its expense and its discretion Site Security during the term of the project.

Cost Table – Emergency Above-Road Stabilization of Dug Gap Battle Road in Dalton, GA

Item	Description	Qty	UM	Unit Price	Total Price
1	Mobilization, Design, Preconstruction Expenses (including Sanitary Facilities for GSI crew)	1	LS	\$ 24,100	\$ 24,100
2	Soil Nail Stabilization	4,650	LF	\$ 67.80	\$ 315,270
3	Steel Mesh and Hardware (including Turf Reinforcement Matting)	13,400	SF	\$ 10.60	\$ 142,040
5	Soil Nail Proof Tests (if required)	---	EA	\$ 1,500	\$ ---
6	Soil Nail Verification Tests (if required)			\$ 3,500	\$ ---
	Line Item Total				\$ 479,910
	Performance Bond at 2%				\$ 9,598
Estimated Project Total					\$ 491,008

Pricing Notes:

1. GSI will notify the Owner immediately of any changing field conditions, slope movement, encountering of early and consistent competent rock, etc. for review and approval of any changes to the project approach outlined in this proposal.
2. Based on field observations including exposed rock adjacent to the failed area as well as history with similar projects and geology, GSI has estimated soil nail lengths of 15' for this project. It is not uncommon for a given project to have nails shorter and/or longer than the design length. GSI has included unit rates for linear feet of soil nail stabilization and area of steel mesh installation, and GSI will only invoice for work completed.
3. If "Work by Others" or "by City Forces" understood by GSI and stated in this proposal is not achievable by City Forces or other existing contractual arrangements, GSI can modify the scope of this proposal as appropriate.
4. Since GSI will only be providing stabilization work and no actual excavation that could conflict with possible utilities, GSI has not including any utility location services in this proposal. Although no utilities are anticipated in the above-road work area associated with this project, GSI will rely of City of Dalton and/or it's separate excavation contractor to locate and mark any utilities, as needed, that may conflict with project excavation or soil nail drilling for slope stabilization. GSI will coordinate with City of Dalton and it's contractor regarding any marked utilities but cannot accept any liability for conflicts with unmarked utilities. As required by law, GSI will call in an 811 utility locate for this project and work around any such located utilities.

WORK HOURS/SCHEDULE

GSI's scope of work is estimated to take **thirty four (34) working days, and we can mobilize to the site within 5-6 weeks** of a signed contract and Notice to Proceed with the work. GSI will coordinate with the City and their Contractor to mobilize earlier if possible or to at least ensure our mobilization is coordinated with excavation by the City's Contractor so as not to have delay between our mobilization and the excavated site.

All work is based on a work schedule of Monday through Saturday, 10 hours per day as weather and daylight permits. GSI's standard crew rotation is 10-days on and 4-days off. This is managed by GSI's Operations Manager and may vary for safety purposes based on hours and consecutive days worked.

Additional charges will be assessed if GSI is scheduled and required by Owner to work additional hours or shifts. Owner is under a continuing duty to notify GSI in writing of any changes, delays or impacts to the schedule so the parties can mutually agree on all scheduling for the Project notwithstanding anything contained in any document to the contrary.

EXCLUSIONS

The following terms, conditions and exclusions shall apply and are specifically excluded from GSI's scope of work and shall be provided to GSI at no cost to GSI, notwithstanding anything in any document to the contrary:

- a. Permits – All permitting requirements to perform the work including, but not limited to, construction permits; hazardous material handling and disposal permits; storm water management permits and dewatering permits; and fugitive dust or other similar permitting requirement
- b. Provide Construction Water – A clean (potable) supply of water for construction available on-site or in close proximity to work. (~1,000 gallons per day).
- c. Excavation – as previously stated
- d. Surveying – Any and all surveying including but not limited to layout survey, as-built survey, and tolerances as required.
- e. Traffic Control – All required pedestrian and vehicle traffic control. GSI will require at least one lane of traffic to be closed during GSI's access to and from the work area.
- f. The cost of a bond premium is not included in the GSI's price. If desired by and paid by the Owner, GSI will furnish a Payment and Performance Bond at a rate of 2% of the total price.
- g. Prevailing wages are not included in GSI's price.
- h. Buy American/American Material Requirements are not included in GSI's price.
- i. Specific location (potholing), removal, and/or relocation of all underground and overhead utilities are not included in GSI's scope of work.
- j. Drainage – Installation and maintenance of drainage measures to direct water away from the top and bottom of the system for the life of the system, which may be accomplished by grading, swales, sand bagging, etc. If groundwater is encountered the Owner will provide dewatering. Owner is responsible for all erosion and storm water management permitting, installation, inspection, and removal. Any and all work related to storm water compliance and/or best management practices "BMPs" is excluded from GSI's scope of work.
- k. Hazardous Materials – GSI will immediately stop work per state and federal work and safety requirements if hazardous materials are encountered. GSI's downtime or additional mobilization fees due to hazardous materials will be negotiated separately.
- l. Access – All weather working access shall be provided to GSI at all times with at least a **15-ft wide**, level, and unobstructed bench at the face of the treatment area for a 10-ft wide drill rig with a 20-ft horizontal mast, and access shall be provided to GSI at all times for concrete trucks, material/equipment deliveries, and on-site area for material/equipment storage. Contractor and/or Owner shall obtain any and all right of way, licenses, or easements for GSI to perform its work.
- m. Any and all work, including but not limited to design work, is excluded unless specifically included herein.

ADDITIONAL TERMS AND CONDITIONS

Notwithstanding anything contained in any document to the contrary, the following additional terms and conditions shall apply, control and govern:

- a. Retainage, if any, is to be released to GSI within **30 days** after the completion of GSI's work.
- b. GSI will employ open shop labor. In the event that union labor must be used Owner shall pay for any additional cost differential.

- c. All invoices are due, in their entirety, upon receipt from GSI. All payments received for GSI's work shall be held in trust for the benefit of GSI. Amounts due and unpaid over thirty days shall accrue interest at the rate of 1.5% per month.
- d. This agreement/Proposal is subject to and governed by Georgia law under all circumstances and venue for any dispute shall be in the Superior Court of Whitfield County, State of Georgia notwithstanding any conflict of law or choice of law statutes or regulations of any kind to the contrary.
- e. The partial or complete invalidity of any provision of this Proposal shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants and conditions of this contract/Proposal, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.
- f. Each party has had the opportunity to review and negotiate this Proposal and no party shall be construed to be the drafter of this Proposal for any purpose including, but not limited to, interpretation of this document.
- g. Any work done pursuant to change order or otherwise is subject to the terms and conditions contained herein.
- h. The proposal pricing and scope is offered pursuant to the full and unmodified terms of this proposal. Should the Owner not fully accept or modify this proposal, the pricing and/or the scope of work will likely be subject to modification by GSI.
- i. Should Owner provide GSI with verbal direction to begin to mobilize, the terms and conditions of this Proposal shall be deemed accepted and apply in full and without limitation.
- j. GSI's defense and indemnity obligations, if any, are limited to claims for damages to property or personal injury caused by the negligent acts or omissions of GSI or for those whom GSI is legally responsible.
- k. GSI retains all ownership rights in its proprietary and/or patented information and no such rights are transferred in any way. Owner is authorized to maintain a copy of all contract and project materials and documents for use in inspecting, maintaining, and repairing project following the completion of the project.
- l. This offer expires 30 days from the date transmitted.

Additional terms:

- 1. DATE OF COMMENCEMENT: GSI shall commence work on the project on _____, 20____. If no date is provided, then the date of commencement shall be ten days from execution of this Agreement but not prior to first bench excavation of City's excavation contractor.
- 2. DATE OF COMPLETION: GSI shall complete the project within 60 days of commencement.
- 3. CONTRACT PENALTY: The GSI shall pay to the Owner the amount of \$500.00 Dollars per calendar day for unexcused delay in completion of the project past the date of completion. Since this project involves a Team effort comprised of City of Dalton, City of Dalton Excavator Contractor, and GSI Crews, such GSI contract penalty and payment shall only be assessed based on GSI delay in work.

4. PAYMENT: The Owner shall pay the contract sum to GSI upon complete performance of the project and terms of this Agreement. GSI shall provide to Owner an Affidavit from the GSI stating the GSI 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 GSI. Payment shall be made via electronic funds transfer (EFT).

5. GSI COVENANTS: GSI covenants and agrees:
 - a. to perform the scope of services in a professional manner, using that degree of care and skill ordinarily exercised by contractors 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 GSI'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 Owner 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 GSI's ability to complete the scope of services or other terms of this Agreement;
 - g. to promptly report in writing to Owner 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 GSI, 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 GSI 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 GSI'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 Owner;
 - n. to prepare and submit to the Owner reports required by the scope of services or upon the written request of the Owner.
 - o. to keep the subject property in a clean and orderly condition and to protect from loss, damage or theft any supplies or materials necessary for completion of the project;

- p. to permit Owner and its employees and agents access to the subject property at all reasonable times for the purposes of making repairs, inspecting the subject property, and inspecting the progress of the project; Owner and/or their employees or agents must come to the site, sign in to GSI's site safety plan, and come prepared with appropriate PPE (Hardhat, ANSI Safety Glasses, Gloves, Protective Boots)
 - q. to use only new materials appropriate for completion of the project;
- 6. **OWNER COVENANTS:** Owner covenants and agrees:
 - (a) to provide all available information, data, reports, records and maps to which Owner has possession or control which are necessary for GSI to perform the scope of services provided for herein;
 - (b) to provide reasonable assistance and cooperation to GSI in obtaining any information or documentation which are necessary for GSI to perform the scope of services provided for herein;
 - (c) to designate a representative authorized to act on the Owner's behalf with respect to the project. Unless otherwise provided, said Owner representative shall be the Director of Public Works;
 - (d) to permit access to the subject public subject property and obtain permission to access necessary private subject property for Owner to complete the scope of services;
 - (e) to provide reasonable assistance to Owner in applying for and obtaining any necessary Federal, State or local government permits for the scope of services;
- 7. **INSURANCE:** GSI 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. GSI shall provide Owner with copies or evidence of such insurance coverage prior to the commencement date of the Agreement. Such insurance policies shall name Owner as an additional insured and shall be issued by such insurance companies and on such forms as may be approved by Owner. 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.

GSI 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.

8. **VENDOR:** GSI shall register and remain active as a Vendor of the City of Dalton by completing the City of Dalton Vendor Packet and fully comply with any and all requirements of said Vendor.
9. **BONDS:** GSI shall provide at owner's expense and maintain a Performance Bond and a Payment Bond in the amount of the total cost of the project.
10. **WARRANTY:** GSI shall provide to Owner a general warranty for labor and materials and guarantees that the work on the project it performs shall be free from any defects in workmanship and materials for a period for a period of **FIVE (5)** years from the date of completion. Within ten days of completion of the terms of the Agreement, GSI shall provide to Owner all original warranty documents from any third party. Specific terms of GSI Warranty are stated below:

Warranty Statement: GeoStabilization International's ("GSI") work carries a **five-year** warranty commencing upon the GSI scope of work's completion date. If at any point within the warranty period the repaired sections become unstable due to the acts or omissions of GSI, GSI will, in a timely manner, remedy the situation with a design/construction solution. This warranty does not cover and specifically excludes work not caused and/or necessitated by the acts or omissions of GSI, work completed by others, minor erosional problems, or issues that develop in the future due to lack of overall maintenance, lack of proper drainage measures, or lack of drainage maintenance. GSI also excludes from warranty coverage catastrophic seismic, weather or other events outside reasonable accounting in design, and further construction, acts, or omissions by others that destabilize the repair (including utility trenches dug into the soil nails, excavations in the lower slide toe areas, addition of fill materials above or on the repair, detrimental drainage changes, or failure to complete required project drainage improvements, etc.). This warranty does not apply to any future performance of any utilities or structures located at or near the site. Global stability and the stability of areas adjacent to or beyond GSI's actual work area(s) are not covered and are excluded from warranty. GSI's warranty obligations, if any, are void absent GSI receiving full and mutually agreed project payment. GSI's warranty duties, if any, shall not exceed the original system cost and shall not include costs related to items outside of GSI's original scope of work. The above referenced warranty is the only warranty provided by GSI, and GSI does not provide any other express or implied warranties of any kind as all such other warranties are specifically excluded notwithstanding anything contained in any document to the contrary.



**THIS COMMUNICATION CONTAINS GEOSTABILIZATION CONFIDENTIAL/PROPRIETARY
BUSINESS INFORMATION NOT SUBJECT TO FREEDOM OF INFORMATION ACT (FOIA)**

If you have any questions please feel free to contact me at the 470-733-2059 or via e-mail at steve@gsi.us.

GeoStabilization International

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Accepted by: _____
(Signature)

Accepted by: _____
(Printed Name / Title)

Date: _____