

**CITY OF DALTON
ADMINISTRATION**

GENERAL PROFESSIONAL SERVICES AGREEMENT

THIS GENERAL PROFESSIONAL SERVICES AGREEMENT is made and entered into on this 17th day of February, 2025 by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and Consor North America, Inc., 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 ("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, and as mutually agreed in writing.

4. **DATE OF COMMENCEMENT:** The CONSULTANT shall commence work on the project on February 18th, 2025. 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 February 18th, 2026.

6. **CONTRACT SUM:** The CITY shall pay to CONSULTANT the total sum of \$426,043.41 Dollars for the performance of the project and terms of this Agreement as set forth in Exhibit "B". In addition, CITY shall pay to CONSULTANT the permitting contingency fees, if required, up to the amounts set forth in 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. Notwithstanding the foregoing, if, through no fault of Engineer, such periods of time or dates for completion are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably. Similarly, if CITY authorizes changes in the scope, extent, or character of the CONSULTANT's Services, then the time for completion of CONSULTANT's Services, and the rates and amounts of compensation, shall be adjusted equitably.

8. **PAYMENT:** On or before the 5th day of each month after commencement of the Services, CONSULTANT shall submit an application for payment for the period ending the 30th day of the preceding month to the CITY in such form and manner, and with such supporting data and content, as the CITY may require (an "Application for Payment"). Each Application for Payment may request payment for that portion of the fees properly allocable to the tasks and fees set forth in Exhibit "B" to the Services properly performed, less the total amount of previous payments. The CITY shall pay undisputed amounts of CONSULTANT's Application for Payment within 30 days. Prior to payment of CONSULTANT's final invoice, 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. Payment(s) shall be made via electronic funds transfer (EFT). If CITY elects to withhold any Application for Payment amount, CITY shall set forth the basis for such withholding in writing within 30 days of such Application for Payment date, and pay any undisputed amounts.

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 Parks and Recreation;

(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 promptly report within (3) days in writing to CITY any unsafe or defective condition related to CITY 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;

(f) to promptly report within (3) days in writing to CITY any damage to or injuries sustained on the CITY 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;

(g) 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;

(h) to determine the appropriate method, details and means of performing the scope of services provided by this Agreement;

(i) to exercise the ordinary standard of care in complying with the laws, codes, and regulations applicable to the CONSULTANT's services;

(j) to exercise diligence and to complete delivery of the scope of services in a timely manner consistent with the exercise of due care;

(k) 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;

(l) 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 third-party claims and damages arising from from bodily injury, death, or damage to tangible property, but only to the extent those claims or damages are attributable to CONSULTANT'S negligence or willful misconduct, including errors or omissions with respect to the performance of the professional services of CONSULTANT, its employees, agents, subcontractors, or invitees. This indemnity shall not be applicable to the extent such damage or loss is caused by the fault or negligence of CITY or any of CITY's employees, agents or representatives acting on behalf of the CITY.

Additionally, CONSULTANT agrees that all personal property that may be at any time at on CITY premises 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 on or before 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 in the CITY's sole discretion. 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, nor 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: Conzor North America, Inc.
Attn. Allen Peterfeund, P.E.
243 N Hamilton Str, Suite 2
Dalton Ga 30720

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 for Request for Proposal 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 provide written notice of such default or deficiency to CONTRACTOR and CONTRACTOR shall have ten (10) days to correct said default or deficiency. In the event such default or deficiency is not corrected in ten (10) days, CITY may terminate this Agreement immediately upon written notice to CONTRACTOR.

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. However, nothing in this clause shall constitute a warranty by Consultant.

(g) Dispute Resolution. Any and all disputes arising under, pertaining to or touching upon this Agreement, or the statutory rights or obligations of any party hereto, shall, if not settled by negotiation, be first subject to non-binding mediation before an independent mediator. Notwithstanding the foregoing, any party may seek preliminary injunctive or other judicial relief if such action is necessary to avoid irreparable damage during the pendency of the proceedings described in this Section 21(g). Any demand for mediation shall be made in writing and served upon the other party to the dispute. The demand shall set forth with reasonable specificity the basis of the dispute and the relief sought. The mediation hearing will occur at a time and place convenient to the parties in Dalton, Georgia, within thirty (30) days of the date of selection or appointment of the mediator. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than thirty (30) days, unless the maximum time is extended by the parties. No party shall be permitted to file a legal action unless: (i) the parties cannot agree on a mediator within thirty (30) days of the demand for mediation; or (ii) no agreement is reached within thirty (30) days after mediation begins. The cost of mediation shall be borne equally by the parties (other than each party's individual attorneys' fees and costs related to the party's participation in the mediation, which fees and costs will be borne by such party).

(h) 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 in the event the CITY is the prevailing party.

(i) 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:
CONSOR NORTH AMERICA, INC.

By: David Bowden, EVP
DocuSigned by:
7945FCFB24D440A...

Title: EVP, East Region Director

CITY:

CITY OF DALTON, GEORGIA

By: _____
MAYOR

Attest: _____
CITY CLERK

EXHIBIT A



243 N. Hamilton Street, Suite 2
Dalton, GA 30720
706.508.4029

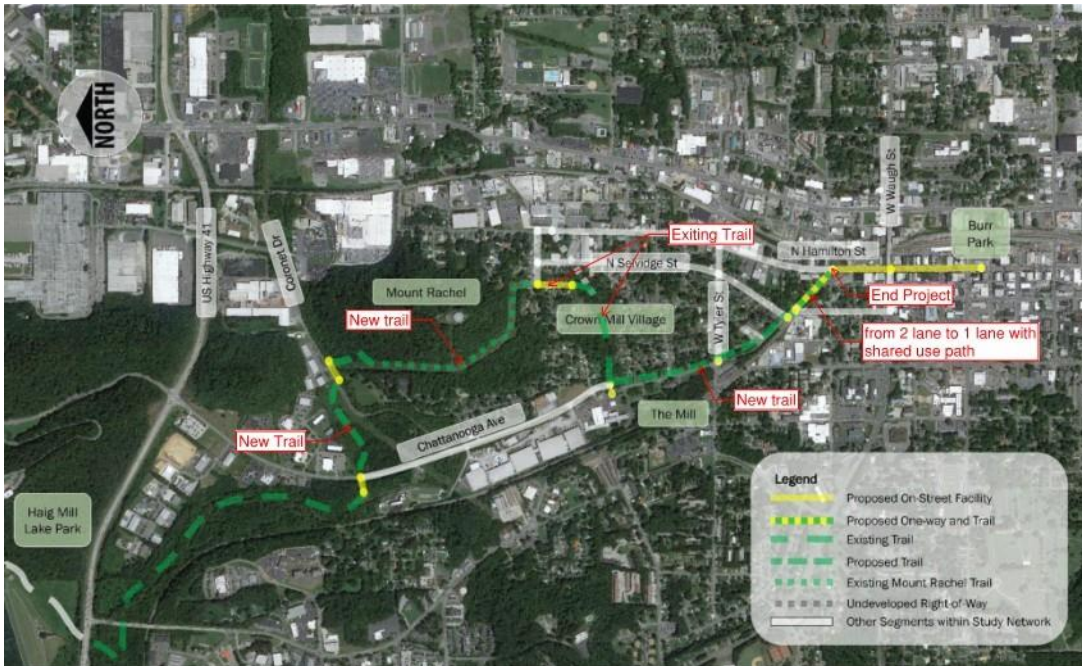
January 9, 2025

City of Dalton 300
West Waugh Street PO
Box 1205
Dalton, Georgia 30722

RE: Scope and Fee: Mill Line Extension Shared-Use Path Design

Dear Mr. Parker:

Attached is Consor America, INC. Engineers, Inc. proposal to perform design work related to the Mill Line Extension from the Trail Head of Mill Line Phase II to the Intersection of Hawthorne Street and Hamilton Street. The proposed alignment will generally follow the Modified Route H alternative in the Dalton's Mill Line Pathway Location Study.



MODIFIED ROUTE H

Attached **Exhibit A** provides a detailed scope of services that Consor America, INC. Engineers, Inc will provide from concept to bidding the project. **Exhibit B** provides our proposed fee to complete the work as outlined in the scope of services.

Thank you for the opportunity to provide a proposal to assist on this project. If you have any questions, please do not hesitate to ask by contacting Allen Peterfreund at 706-500-7035.

Sincerely,

Allen Peterfreund, P.E., Project
Manager

EXHIBIT A

PROJECT DESCRIPTION: Preparation and permitting of construction plans for the Mill Line Extension, routed from the Trail Head of Mill Line Phase II to the Intersection of Hawthorne Street and Hamilton Street. The proposed alignment will generally follow the Modified Route H alternative in the Dalton's Mill Line Pathway Location Study. Plans will not be segmented into bid alternates to be bid separately based on available budget.

1) TASK 1 – CONCEPTUAL PLANNING PHASE:

- a) Pre-Design / Desk Top Data Collection: After receiving the notice to proceed from the CLIENT, the CONSULTANT will:
 - i) Request GIS two (2) foot contours and approximate parcel data from City.
- b) Perform initial site investigation: The CONSULTANT will:
 - i) Conduct a site visit in order to evaluate terrain and existing conditions.
 - ii) Assemble photographs and inventory of existing conditions.
 - iii) Identify apparent existing utilities and drainage conditions on the site.
 - iv) Identify potential conditions that could affect trail layouts.
 - v) Identify potential bridge and wall locations.
 - vi) Identify potential state waters or wetlands for delineation.
 - vii) Delineate state waters and wetland limits for inclusion during field surveying activities.
 - viii) Transfer collected data to the base sheet.
 - ix) Develop memo and analysis map of findings of site investigation.
- c) Refine the Mill Line Extension alignment using GIS data: The CONSULTANT will
 - i) Update the Modified Route H alignment based on results of the programming and site investigation, and input from the CLIENT.
 - ii) Submit the refined Mill Line Extension alignment to the CLIENT for approval.
 - iii) Identify permit requirements with City, County, State and Federal Agencies.
 - iv) Determine extent of hydrology study.
 - v) Develop and Review Three (3) alignment alternatives
 - Develop concept trail profiles
 - Develop cross sections
 - Develop concept layout
 - Concept cost estimate
- d) Hold kick-off meeting.
 - i) Introduce the team members.
 - ii) Discuss the goals and objectives of the project.
 - iii) Review project schedule.
 - iv) Review collected data
 - v) Discuss field survey and geotechnical data collection status.
 - vi) Discuss the permit requirements as identified.
 - vii) Discuss potential environmental issues and utility requirements.
 - viii) Discuss Right-of-way, utility relocation and drainage impacts.
 - ix) Prepare meeting minutes.

Deliverables:

- Meeting minutes
- Site Investigation memo
- Refined Modified Route H route/analysis maps
- 1st Submission Utilities to utility owners to markup existing utilities

2) TASK 2 – DATA COLLECTION:

- a) Boundary and Topographic Survey:
 - i) Survey Services: After receiving the notice to proceed from the CLIENT, the CONSULTANT will commence field and right-of-way surveying. The survey will be completed in two phases:
 - Phase one will be performed within and 60 feet beyond the eastern edge of pavement of Chattanooga Avenue south of Liddell Street to Hamilton Street.
 - Phase two will be surveyed after Modified Route H alignment has been refined utilizing GIS data within the limits of the City property at the corner of Chattanooga Avenue and Cornett Drive and Mount Rachel
- b) Environmental Services:
 - i) Environmental Clearances: The CONSULTANT will evaluate the proposed trail alignment for areas of environmental impact including:
 - Conduct field delineations for state and federal waters within the limits of the proposed project site and evaluate onsite habitats for state and federally listed species.
 - Utilize a submeter Global Positioning System (GPS) to collect geospatial data on identified resources to create GIS data sets of all identified resources.
 - Prepare stream and wetland data forms for each resource, waters maps depicting the resources and resource types, and a photolog depicting each resource.
 - Prepare a memo of findings for coordination with the Local Issuing Authority (LIA) in order to conduct a site visit and confirm the buffers of state waters identified.
 - Assess need for Environmental Permits and Mitigation (Stream Buffer Variance, USACE Permit)
 - (a) Archaeological and Historical resource screening

Deliverables:

- Digital copy of survey.
- Memo of finding for environmentally sensitive areas

3) TASK 3 – PRELIMINARY PLANS:

- a) Develop Preliminary Plans to include:
 - i) Typical Sections.
 - ii) Geometric design; mainline plan and profile sheets.
 - iii) Preliminary cross sections.
 - iv) Preliminary drainage layout and profiles for Chattanooga Ave.
 - v) Determine extent of geotechnical/bridge foundation investigations.
 - vi) Preliminary Erosion and sedimentation control BMPs and notes.
 - vii) Preliminary quantities.
- b) Prepare Bridge Hydraulics Report with No-Rise Certification, indicating that the bridge does not result in an increase to the floodway elevation.
- c) Develop Preliminary Bridge Plans
- d) Identify potential wall locations and develop wall control drawings
- e) Prepare Preliminary Opinion of Probable Construction Costs
- f) Request and review City Front End Bid Documents
- g) Hold preliminary design meeting
 - i) Review the preliminary level Opinion of Probable Construction Costs and its impact on the budget/phasing.
 - ii) Review the schedule and time of delivery.
 - iii) Review CLIENT'S front end bid documents and determine method of bidding and format of bid form.
 - iv) Environmental impact discussion.
 - v) Obtain authorization to proceed to Final Plans.
- h) Procure subsurface investigations for bridge and wall locations.

Deliverables:

- Meeting minutes
- Preliminary Plans, including preliminary Construction items with unit quantities, drawing list, standard specifications and list of specification sections.
- Preliminary level Opinion of Probable Construction Cost.
- Permitting requirements memo.
- No-Rise Certification for Bridge.

4) TASK 4 – RIGHT-OF-WAY PLANS AND FINAL UTILITY COORDINATION:

- a) Develop Final Right-of-way Plans
 - i) Provide right-of-way plans to CLIENT to begin right-of-way acquisition process.
- b) Finalize utility coordination: CONSULTANT will
 - i) Prepare and distribute letters requesting utility owners to markup preliminary plans showing existing utility locations and proposed relocations to be included in final plans.

Deliverables:

- Final right-of-way plans
- Send plans with instructions to utility owners

5) TASK 5 – FINAL PLANS:

- a) Initiate environmental permitting process.
- b) Geotechnical Services and Soil Borings: The CONSULTANT will procure geotechnical information necessary for design, including:
 - i) Bridge Foundation investigation (BFI).
 - ii) Wall Foundation investigation (WFI).
 - iii) Soil borings analysis in areas of potential unsuitable soil.
- c) Develop Final Plans
- d) Develop Final Bridge Plans
- e) Develop Final Wall Plans
- f) Prepare Final Opinion of Probable Construction Costs
- g) Hold final design meeting
 - i) Review the final level Opinion of Probable Construction Costs and its impact on the budget/phasing.
 - ii) Review the schedule and time of delivery.
 - iii) Provide update on utility coordination
 - iv) Environmental impact discussion.
 - v) Obtain authorization to proceed to prepare construction documentation.
- h) Prepare Stream Buffer Variance (if required)
- i) Prepare USACE 404 Permit (if required)

Deliverables:

- Meeting minutes
- Electronic copy (PDF format) of bound design standard specifications and list of specification sections and final construction plans.
- GAEPD Stream Buffer Variance (if Required)
- USACE 404 Permit (If Required)

6) TASK 6 – CONSTRUCTION DOCUMENTS:

- a) Finalize Plans for Construction
 - i) Cover Sheet and Index.
 - ii) Project narrative and general notes sheet.

- iii) Typical sections.
 - iv) Summary of quantities.
 - v) Mainline plan drawings (Including signing & marking and utilities).
 - vi) Driveway profiles.
 - vii) Erosion and Sedimentation Pollution Control plans.
 - viii) Drainage profiles.
 - ix) Cross sections.
 - x) Retaining wall plans.
 - xi) Bridge/Boardwalk plans.
 - xii) Hydrology Study.
- b) Submit erosion control plans to EPD for approval
 - c) Obtain 404 permit from USACE and stream buffer variance from EPD
 - d) Prepare Construction Opinion of Probable Construction Costs
 - e) Prepare Bid Manual
 - f) Hold final plans meeting
 - i) Review the final construction and right-of-way plans.
 - ii) Discuss plans for permitting submittals.
 - iii) Review project manual and discuss bidding procedures.

Deliverables:

- Meeting minutes
- Approved environmental permits

7) TASK 7 – PROJECT BIDDING:

- a) Prepare Advertisement
- b) Respond to 4 RFI's assuming 2 hours per RFI

8) PROJECT SCHEDULE: Consor America, INC. will complete the projects **12 months** from notice to proceed (NTP) from the City. Project completion is the time at which the bid documents are completed. The schedule assumes reasonable review times from permitting agencies and utility owners.

9) PROJECT UNDERSTANDINGS, ASSUMPTIONS AND EXCLUSIONS: The following are integral to the scope of services described above:

- a) Project understandings include those stated above.
- b) Improvements along Rachel Street and the existing Crown Mill shared-use path will not be require.
- c) It is assumed the project will be locally funded, without Georgia Department of Transportation (GDOT) or Federal Highway Administration (FHWA) funding, design requirements or oversight.
- d) It is assumed the CLIENT will obtain all necessary approvals to design and construct the trail facility on the City of Dalton, Whitfield County and GDOT right-of-way. As well any utility owners easements.
- e) It is assumed the CLIENT will obtain necessary right-of-entry notifications for any site access made on private property.
- f) It is assumed that any walls over 4 feet in height will be a modular concrete system as a design-build requiring a separate permit issued during construction
- g) It is assumed that design of the trail within the 100-year floodplain will be at existing grade without any net fill material being placed, thereby not necessitating a no-rise study.
- h) It is assumed that Right-of-way acquisition will be handled City of Dalton.
- i) Any estimates as to costs are based on industry experience and the CONSULTANT is not responsible for changes in market conditions that affect construction, material or maintenance costs. Any changes to the project or additional expenses associated with same will not be the responsibility of the CONSULTANT under this Agreement. Additionally,

CONSULTANT will be entitled to additional compensation for any services required due to major changes in the Project as a result of CLIENT requested changes based on cost of the Project after completion and approval of the Preliminary plans.

- j) CAD drawings will be prepared in OpenRoads Designer (ORD) utilizing the Georgia Department of Transportation (GDOT) workspace.
- k) The following services are excluded, but may, if desired, be performed as additional services:
 - i) Signage construction document package or detailed signage opinion of probable construction costs.
 - ii) Preparation of National Environmental Policy Act (NEPA) compliance documents or associated special studies.
 - iii) Payment of permitting fees.
 - iv) Construction Phase Services.
 - v) Rail Road Coordination,
 - vi) Signal plans for pedestrian crossings

EXHIBIT B

Mill Line Shared Use Path Phase III Design Services

Compensation

For the services described in **EXHIBIT A**, the Client agrees to pay the lump sum amount of **\$426,043.41**, further delineated as follows:

TASK 1 - CONCEPTUAL PLANNING PHASE:

<i>Initial Site Investigation and Refined Concept Layout</i>	\$ 51,780.99
<i>Concept Meeting</i>	\$ 3,846.84

TASK 2 - DATA COLLECTION:

<i>Topographic and Right-of-Way Survey</i>	\$ 27,500.00
<i>Environmental Investigation and Coordination</i>	\$ 8,060.48

TASK 3 - PRELIMINARY PLANS:

<i>Preliminary Trail Plans</i>	\$ 126,222.54
<i>Bridge Hydraulic Analysis and Report</i>	\$ 17,704.46
<i>Preliminary Bridge and Wall Plans</i>	\$ 22,199.16
<i>Preliminary Plans Meeting</i>	\$ 3,846.84

TASK 4 - RIGHT-OF-WAY PLANS:

<i>Right-of-Way Plans</i>	\$ 30,041.33
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TASK 5 - FINAL PLANS:

<i>Final Trail Plans</i>	\$ 61,437.10
<i>Geotechnical Reports (BFI/WFI)</i>	\$ 14,550.00
<i>Final Bridge and Wall Plans</i>	\$ 35,421.02
<i>Final Plans Meeting</i>	\$ 3,846.84

TASK 6 - CONSTRUCTION DOCUMENTATION:

<i>Prepare Bid Manual</i>	\$ 11,210.83
<i>Construction Documentation Meeting</i>	\$ 3,846.84

TASK 7 - MISCELLANEOUS ITEMS

<i>Respond to RFI's During Bidding</i>	\$ 3,412.24
<i>7-Day ESPC Inspection</i>	\$ 1,115.90

TOTAL LUMP SUM AMOUNT **\$ 426,043.41**

Permitting services are contingent on the extent of environmental impacts. If the designated permits below are required, the Client agrees to pay the lump sum amount of **\$7,272.72** (GAEPD Buffer Variance) and/or **\$15,876.26** (USACE Permit), further delineated as follows:

PERMITTING CONTEGENCY

<i>Prepare GAEPD Buffer Variance (if Required)</i>	\$ 7,252.72
<i>Prepare USACE Permit (if Required)</i>	\$ 15,876.26

TOTAL LUMP SUM CONTEGENCY AMOUNT

\$ 23,128.98