

CITY OF DALTON

GENERAL PROFESSIONAL SERVICES AGREEMENT

THIS GENERAL PROFESSIONAL SERVICES AGREEMENT is made and entered into on this ____ day of October, 2023 by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and March Adams & Associates, Inc., hereinafter referred to as "CONSULTANT".

WHEREAS, the CITY desires to engage the CONSULTANT to provide mechanical, electrical, and plumbing professional engineering services as described in Consultant's Proposal For Engineering Services dated August 15, 2023 and attached hereto as Exhibit "A" ("Services"); and

WHEREAS, the CONSULTANT agrees to provide said Services for the compensation and upon the terms and conditions as hereinafter set forth,

WITNESSETH: That the parties hereto in consideration of the undertakings hereinafter provided covenants and payments to be made hereunder agree as follows:

1. EMPLOYMENT OF CONSULTANT: The CITY engages the CONSULTANT and the CONSULTANT accepts the engagement to perform those 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 as Exhibit "A" and the services provided in the CONSULTANT's Proposal For Engineering Services 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 pursuant to Fee described in Exhibit "A."

4. DATE OF COMMENCEMENT: The CONSULTANT shall commence work on the project on "Release Date" which shall be five days after execution of this Agreement.

5. DATE OF COMPLETION: The CONSULTANT shall complete the following specified phases of the project within the time frames specified, as follows:

1. Design Development Phase 4 weeks after Release Date

2. Construction Phase Documents 5 weeks after Owner Approval
3. Bidding and Negotiation Phase 4 weeks after bid issuance

6. CONTRACT SUM: The CITY shall pay to CONSULTANT a Fee equal to Eight (8%) percent of the actual project construction cost with the City having a maximum allowable construction cost of \$1,500,000.00 for the complete performance of the services under this Agreement. In addition, CITY shall pay to CONSULTANT for any authorized additional services performed at the rate or amount provided in Exhibit "A".

7. PAYMENT: The CITY shall pay the fee for services to CONSULTANT upon the invoice schedule shown in Exhibit "A." Each invoice is payable within thirty (30) days of the City's receipt of invoice from CONSULTANT. 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 Human Resources Director;

(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 the practice in the field of professional engineering;

- (b) to designate a representative authorized to act on the CONSULTANT's behalf with respect to the project.
- (c) to promptly report in writing to CITY any unsafe or defective condition of the subject property and any adverse site condition, which in CONSULTANT'S judgment may adversely affect CONSULTANT's ability to complete the scope of services or other terms of this Agreement;
- (d) to complete delivery of the scope of services in a timely manner consistent with the exercise of the engineering standard of care applicable to these services;
- (e) 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;
- (f) to prepare and submit to the CITY reports required by the scope of Services or upon the written request of the CITY.

10. CITY and CONSUTANT agree that this General Professional Services Agreement is sufficient to meet the substance of Standard For of Agreement (AIA C 401-2007).

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 for Professional Services Errors & Omissions Coverage 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. 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.

14. 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: March Adams & Associates
310 Dodds Avenue
Chattanooga, TN 37404
Attn: Jeff Westbrook

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.

15. The terms of this Agreement shall supersede any contrary terms in the Proposal For Engineering Services or related documents.

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.

16. 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.

17. 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,

18. 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.

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

submitted by CONSULTANT pertaining to this Agreement shall be considered confidential and proprietary, and shall not be disclosed to any third party, except as may be required by the Georgia Open Records Act.

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

CONSULTANT:

By: _____

Title: _____

CITY OF DALTON, GEORGIA

By: _____
MAYOR

Attest: _____
CITY CLERK



Exhibit "A"

Principals
C. Jeffrey Westbrook, P.E.
Michael B. Hutcherson, P.E.
Scott T. McKenzie, P.E.
Joe B. Hutcherson III, P.E.

Quality Engineering Since 1982

PROPOSAL FOR ENGINEERING SERVICES

DATE: August 15, 2023

CLIENT: City of Dalton, Georgia
P.O. Box 1205
Dalton, Georgia 30722

ATTN: Greg Batts, SPHR, SHRM-SCP

FROM: Jeff Westbrook, PE, LEED AP

PROJECT: City of Dalton, Georgia - City Hall Renovation of HVAC

March Adams & Associates is pleased to submit a proposal for **Mechanical, Electrical, and Plumbing** Engineering Services associated with the renovation of the City Hall HVAC systems, located in Dalton, Georgia.

Listed below is a scope of services based on our understanding of the project requirements as per our meeting on August 9, 2023.

SCOPE OF SERVICES:

The scope shall include the following engineering services:

- ☐ Provide design services to remove and replace the existing HVAC equipment and associated zone dampers.
- ☐ Provide construction documents and specifications
- ☐ Provide construction administration
 - ☐ Compilation of bid package
 - ☐ Distribution of bid packages from our office
 - ☐ Coordinating of pre-bid contractor meeting
 - ☐ Coordination of pre-bid meeting minutes and follow-up questions
 - ☐ Assistance to owner in awarding contract
 - ☐ Assistance to owner in pay request
 - ☐ Perform progress meeting and inspections during the construction phase
- ☐ Provide shop drawing review

Street Address
310 Dodds Avenue
Chattanooga, TN 37404
Phone (423) 698-6675

www.marchadams.com

Mailing Address
P.O. Box 3689
Chattanooga, TN 37404
Fax (423) 698-3638

EXCLUSIONS/CLARIFICATIONS:

- ☐ Contract with the Owner shall be based on the Standard Form of Agreement (AIA C401-2007).
- ☐ It is understood that the Architect shall provide:
 - Initial Scope of Services
 - "As-Built" building drawings for Civil, Architectural, Structural, Mechanical, Electrical, Plumbing, and Fire Protection.
 - Access to the building for evaluation inspections
- ☐ LEED design considerations are not a part of this agreement
- ☐ HVAC design will be based on
 - replacing the existing direct expansion split system air handlers and associated condensers with a single chiller, ancillary chilled water equipment, and associated chilled water air handlers
 - replacing existing boiler and associated ancillary equipment
 - replace variable air volume damper / hot water boxes
 - replacing existing controls for the HVAC system
 - incorporate owner changes to system zoning. Owner to provide areas that need further zoning
 - reusing as much ductwork and hot water piping as possible to reduce building downtime.
- ☐ Engineering services are limited to those services required per the above HVAC scope of work. Any work beyond this scope is to be considered additional services, billed on an hourly basis based upon the below rates.
- ☐ March Adams is not responsible for performing demolition or providing equipment that may be required to reveal items that cannot otherwise be seen. The Client is responsible for performing demolition and providing equipment and operators necessary to observe existing conditions of the structure.
- ☐ Scope of work for March Adams is limited to the scope of work outlined above. Other parts of the existing facility will not be evaluated and are not included in this scope of work.
- ☐ It should be noted that the following items shall be invoiced as additional services at the rates listed below:
 - Changes in the scope of services after acceptance of this agreement

DELIVERABLES:

The following deliverables shall be provided:

- ☐ (1) reproducible set of the design drawings and electronic media
- ☐ Progress meeting and field inspection reports
- ☐ Close out documents including field test reports, owner's manuals, and warranty certificates

FEE:

Based upon the scope of services as outlined above, March Adams proposes a percentage of construction fee of ~~8.7%~~ ^{8.0%} of the overall construction cost.

The owner provided Maximum Allowable Construction Cost (MACC) for this project is \$1,500,000.

Invoices will be submitted based on the phases described below:

1.	Design Development Phase	20%
2.	Construction Documents Phase	38%
3.	Bidding and Negotiation Phase	7%
4.	Construction Phase	30%
5.	Close-Out Phase	5%

Payment will be required net 30 days upon receipt of invoice. Interest of 1½% per month will be charged for any unpaid accounts beginning forty-five (45) days after the date of the invoice.

This proposal is valid for ninety calendar days. After ninety days March Adams reserves the right to revisit.

Additional services, if required, shall be provided at the following rates:

Principal Engineer	\$160.00 per hour
Project Manager	\$150.00 per hour
Senior Engineer	\$135.00 per hour
Fire Protection Engineer	\$135.00 per hour
Staff Engineer	\$120.00 per hour
Senior Designer	\$ 90.00 per hour
Staff Designer	\$ 75.00 per hour
Clerical	\$ 60.00 per hour

REIMBURSABLE EXPENSES:

The following expenses items are reimbursable to March Adams at the rates as shown:

- ☐ Expenses associated with document reproduction (additional sets above those listed in *Deliverables*).
 - Xerox copies (letter size) shall be invoiced at the rate of .10 per copy.
 - Large documents shall be invoiced at the rate of .25 per square foot.
 - Mass reproduction by outside printer shall be invoiced at cost times 1.15.
- ☐ Expenses associated with travel to out-of-town sites, which includes transportation (air travel must be approved), lodging and meals shall be invoiced at cost times 1.15.
- ☐ Mileage at the rate of 60 cents per mile for travel to out-of-town sites.
- ☐ Additional site visits shall be invoiced as additional services at the rates listed above.
- ☐ Postage and express shipping shall be invoiced at cost times 1.15.

LIMIT OF LIABILITY:

The Engineer, his agents or employees shall not be jointly, severally, or individually liable to the Owner in excess of the compensation to be paid pursuant to this agreement by reason of any act or omission, including breach of contract or negligence not amounting to willful or intentional wrong.

March Adams appreciates the opportunity to submit this proposal for your review and consideration, if you find the proposal acceptable, please sign and return one copy authorizing work to proceed.

AUTHORIZATION:



March Adams & Associates, Inc.

August 15, 2023

Date

City of Dalton, Georgia

Date