

**CITY OF DALTON
PUBLIC WORKS DEPARTMENT**

GENERAL PROFESSIONAL SERVICES AGREEMENT

THIS GENERAL PROFESSIONAL SERVICES AGREEMENT is made and entered into on this 4 day of October, 2021 by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and Goodwyn Mills Cawood (GMC), hereinafter referred to as "CONSULTANT".

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

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

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

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

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

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

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

a.) Construction Materials Testing: CONSULTANT shall provide Construction Materials Testing upon the written request of the CITY. The cost of said service shall be one percent (1%) of construction costs.

b.) Construction Administration: CONSULTANT shall provide construction administration services upon the written request of the City. The cost of said service shall be \$25,000.00

4. DATE OF COMMENCEMENT: The CONSULTANT shall commence work on the project on October 12, 2021. If no date is provided, then the date of commencement shall be five days from execution of this Agreement.

5. DATE OF COMPLETION: The CONSULTANT shall complete the project on or before May 31, 2022.

6. CONTRACT SUM: The CITY shall pay to CONSULTANT the total sum of \$ 470,800.00 Dollars for the complete performance of the project and terms of this Agreement. In addition, CITY shall pay to CONSULTANT for any authorized additional services performed at the rate or amount provided in the Compensation Schedule attached hereto as 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.

8. PAYMENT: The CITY shall pay the contract sum to CONSULTANT upon complete performance of the project and terms of this Agreement. CONSULTANT shall provide to CITY an Affidavit from the CONSULTANT stating the CONSULTANT has fully performed all terms of the Agreement. Final payment shall be made no later than 30 days after receipt of said Affidavit. Upon completion of any additional services, said additional services shall be paid within 30 days of receipt of invoice from CONSULTANT. Payment(s) shall be made via electronic funds transfer (EFT).

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 Public Works;

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

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

services;

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 use the subject property in a safe, careful and lawful manner;
 - (f) to promptly report in writing to CITY any unsafe or defective condition of the subject property and any adverse site condition, which shall include but not be limited to limited access, extremely dense vegetation, subsurface conditions, damaged property, or existing utilities, that may adversely affect CONSULTANT's ability to complete the scope of services or other terms of this Agreement;
 - (g) to promptly report in writing to CITY any damage to or injuries sustained on the subject property and to promptly repair any damage to the subject property which is made necessary by any act of CONSULTANT, its employees, agents, subcontractors, or invitees;
 - (h) to keep the subject property in a clean and orderly condition and to remove any personal property of CONSULTANT upon completion of the project;
 - (i) to perform all work on the project in a good and workmanlike manner, 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 CONSULTANT's services;
 - (l) to exercise diligence and to complete delivery of the scope of services in a timely manner consistent with the exercise of due care;

- (m) to attend meetings to make presentations or to otherwise review the progress of the work as set out in the scope of services at the reasonable request of the CITY;
- (n) to prepare and submit to the CITY reports required by the scope of services or upon the written request of the CITY.

11. INDEMNITY: CONSULTANT shall indemnify CITY from and hold CITY harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or incurring by reason of CONSULTANT'S use and occupancy of the subject property or by the negligence, willful acts, or errors or omissions with respect to the performance of the professional services of CONSULTANT, its employees, agents, subcontractors, or invitees and from all expenses incurred by CITY as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of CITY or any of CITY's employees, agents or representatives acting on behalf of the CITY.

Additionally, pursuant to State law, CITY shall not indemnify or hold harmless CONSULTANT for any claims arising from the actions or omissions of CONSULTANT or any third party.

Additionally, CONSULTANT agrees that all personal property that may be at any time at the subject property shall be at CONSULTANT's sole risk or at the risk of those claiming through CONSULTANT and that CITY shall not be liable for any damage to or loss of such personal property except if arising from or caused by the 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 prior to 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. 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, not affect the validity of any part of this Agreement or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Agreement shall be held to be a waiver of any other default and breach.

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: Goodwyn Mills Cawood (GMC)
6120 Powers Ferry Road NW, Suite 350
Atlanta, GA 30339

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 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 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,

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.

(g) 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.

(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:

CONSULTANT:

By: _____

Title: _____

CITY:

CITY OF DALTON, GEORGIA

By: _____
MAYOR

Attest: _____
CITY CLERK



Goodwyn Mills Cawood

6120 Powers Ferry Rd NW
Suite 350
Atlanta, GA 30339

T (770) 952-2481
F (770) 955-1064

www.gmcnetwork.com

Mr. Andrew Parker, PE
City Administrator
City of Dalton
P.O. Box 1205
300 West Waugh Street
Dalton, Georgia 30722

August 24, 2021

**RE: Professional Design Services for Phase 2 Gateway Corridor
Improvement Plan – Dug Gap Connector Road**

Dear Mr. Parker,

Goodwyn Mills Cawood, LLC. (GMC) is pleased to submit to the City of Dalton a proposal for Professional Design Services for roadway improvements to the new road extension from the Phase 1 Gateway Corridor Improvement Plan from Market Street through the current Outlet Store for a future new road (previously known as Alignment Option D and referred to in this proposal as Dug Gap Connector Road-see Attachment B for project map location).

Per your request, we are providing separately, fees for additional services to perform a Hydrologic and Hydraulic (H&H) Model of this project area and for GMC to perform on behalf of the City - full time construction inspection and material testing for these projects. The proposed scope of work for the H&H Study is included in Attachment A.

Outlined below is our understanding of the scope of work and required services.

Scope of Work

In general, this project includes providing surveying, permitting, new underground utility infrastructure (water, gas, sewer, fiber and power) and associated design services to create a new streetscape two lane road - see Attachment B for project map location). This scope of work is based on preliminary designs furnished to the City as described by the City as of this proposal. While the exact scope of work has yet to be determined, several assumptions regarding the project footprints have been asserted by GMC in order to establish a baseline for anticipated costs to complete the project.

- The City of Dalton will acquire all right of way and easements.
- GMC will perform SUE Level C utility locate.
- No irrigation design will be required.



- Bioswale and green initiatives will be utilized where feasible.
- The City of Dalton will pay for all permits.
- The City of Dalton will be responsible for future street and ped lighting and the associated design of such.
- All existing underground utilities may stay where located unless design avoidance requires adjustments. Any reasonable relocation will be coordinated with the City and utility companies as necessary.
- GMC will coordinate with overhead utilities for placing their facilities underground. GMC is not responsible of the design of these utilities being placed underground, nor any associated re-attachment of services to existing property owners. GMC will only be responsible for the design of the conduit system for which these utilities will utilize for placing their facilities underground.
- City of Dalton will furnish to GMC and its sub-consultants any data for utilities, storm water, GIS data, etc. to facilitate design.
- GMC will design the project with the understanding that local funding will be utilized. Should State or Federal funding be necessary, additional items of work related to the funding source(s) may be required. These additional items of work can be performed under an agreed upon contract amendment.
- GMC will perform all design in accordance with the latest GDOT and AASHTO standards unless specified by the City otherwise.
- On the City's behalf, GMC will submit applications for a U.S. Army Corps of Engineers permit and a GA EPD Buffer Variance as required for the construction of the project based on the total impacts to Waters of the US and state-mandated buffers. It is assumed that any impacts to Waters of the US will fall within the threshold of a USACOE Nationwide Permit. Should the nature of the work result in impacts beyond the threshold of a Nationwide Permit, the additional items of work required to permit the project under a USACOE Individual Permit can be performed under an agreed upon contract amendment.
- Any significant roadway alignment changes for the Dug Gap Connector Rd as shown in Attachment B due to right of way negotiations that occurs after 50% plan delivery to the City are subject to a change order request by GMC to the City at the time of requested change by the City.

Additional Services

At this time, we understand that the City is considering services from GMC to provide full-time construction inspection and material testing for these projects. If the City chooses to pursue these additional services, GMC will utilize the City's and GDOT's means and methods to assure quality control of the project while being constructed.



Scope of Services

See Attachment A

Project Delivery Schedule

GMC will deliver construction documents within 6 months after notice to proceed is given by the City for the project.

Fee

GMC’s fee for the performance of these services will be a fixed fee not to exceed for the project unless additional services are requested and authorized by the City. The fee breakdown is as follows:

Dug Gap Connector Road

Survey Cost (Field Work and Topo Drafting)	\$ 17,700.00
Survey Cost (ROW Parcel Maps & Descriptions)	\$ 6,800.00
Geotechnical (Pvmt Cores, Pvmt Recommendations)	\$ 41,700.00
US Army Corps of Engineering Permitting	\$ 8,500.00
GA EPPD Buffer Variance	\$ 5,250.00

Construction Plans	\$300,190.00
- Roadway Streetscape Plans	
- Landscaping Plans	
- Underground Electrical and Communication Plans (Conduits Only)	
- Underground Water, Sewer and Gas Utility Plans	
- Erosion Control Plans & NPDES NOI	

Bidding Services	\$ 5,000.00
Project Manager	\$ 5,000.00

TOTAL: \$390,140.00

The City does not accept the items indicated in the red box below:

Construction Inspection Estimated Fee: 12% of construction cost *
Material Testing Estimated Fee: 3% construction cost *

* (See Attachment C for Estimated Construction Costs)

Additional Services for H&H Study and Flood Plain Modeling

Hydrologic and Hydraulic Model	\$ 69,160.00
Survey Cost for Hydraulic Study	\$ 11,500.00

Total: \$ 80,660.00

Project Estimated Construction Cost

We have included in Attachment C our estimated construction cost for the project for your reference as we understand the current scope of work.



Again, thank you for considering Goodwyn Mills Cawood, LLC. for this professional design services. If you have any questions or would like to discuss this further, please do not hesitate to contact me.

Sincerely,

Jim Teel
Regional Vice President - Georgia

Attachments

C: File w/attach

APPROVED SIGNATURE FOR PHASE 2 GATEWAY CORRIDOR IMPROVEMENT
PLAN FOR DUG GAP CONNECTOR ROAD:

Authorized City of Dalton Official

Title

Date

Print Name



ATTACHMENT A

SCOPE OF SERVICES FOR THE CITY OF DALTON BY GOODWYN MILLS CAWOOD, LLC.

DUG GAP CONNECTOR ROAD EXTENSION

PROJECT KICK-OFF

Once selected, Goodwyn Mills Cawood, LLC. (GMC) shall begin the project with an initial kick-off meeting with the City and any other interested parties within 10 days of the notice to proceed to discuss project particulars related to the City's approved preliminary layout of the project limits. Following the meeting, GMC shall provide a detailed schedule along with pertinent milestones for all design and permitting phases of the project at the meeting.

TRAFFIC STUDY

GMC will utilize the traffic study dated August 24, 2020 that was conducted for the City's Gateway Corridor Plan for Walnut Ave.

SURVEY

GMC shall be responsible for establishing reference benchmarks, including temporary benchmarks, and base line identified on the construction drawings, along with marking and locating all easements and right of ways for the project.

The Survey shall utilize a coordinate system based on the Georgia State Plane Coordinate System, West Zone, North American Datum of 1983 (NAD 83). Elevations shown shall be based on the North American Vertical Datum of 1988 (NAVD 88). All measurements and coordinates shown shall use the U.S. Survey Foot definition.

GMC shall prepare all recordable plats covering properties in which public easements or rights-of-way to be acquired by the City for the project. All plats shall be stamped with a seal and signed by a Land Surveyor registered in the State of Georgia.

Based upon the approved concept design, GMC shall perform the following surveying tasks:

- Conduct a property boundary survey to identify and map the existing City right of way along the anticipated project limits consisting of lines and corners of adjacent tracts of land as per existing plan research, deed descriptions, and existing ground markers/evidence. Work shall include at a minimum running a basic field traverse, review of existing record deeds and plats, calculations and analysis of all evidence found, establishment of lines, and preparation of survey plat(s) and legal descriptions in accordance with State standards for the City's use to acquire the property needed to construct the project. These plat(s) will be prepared in accordance with the City of Dalton Standards as directed by the City. GMC shall anticipate up to 2 reviews and revisions in order to finalize and approve final plat(s).



- Prepare a topographic survey encompassing the project limits for use in planning and engineering design for the project. All existing utilities within the project limits will be located and base mapping will be forwarded to each utility company for confirmation and preparation of plans for any relocations that may be necessary as a result of the project. All information received from the utility companies will be added to the topographic survey. An individual tree survey is not required however, limits of wooded areas shall be delineated. Known visible drainage and any other structures located within the project limits will also be included in the topographic survey.
- Prepare an existing base map plan depicting the existing and proposed road right of way that will be required to construct the project. The plan shall include all information collected as part of the boundary and topographic work described above. All data shall be formatted in layers and coordinated with the City of Dalton GIS Department so that multiple variations of base map information can easily be produced. The base map will be prepared in accordance with the City of Dalton format standards and State requirements. GMC shall anticipate up to 2 reviews and revisions in order to finalize the map.
- It is anticipated that up to fifteen (15) separate parcel plats will be required in order to obtain the necessary right-of-way for the construction of the project. The proposed right-of-way and any proposed easements shall be staked one time as part of this agreement.
- Environmental mapping for the project limits was performed under a separate agreement and is not a part of this proposal. Information from that work will be used for this project. Should it be determined that additional such services will be required, GMC shall provide a proposal for the additional work associated with same.

DESIGN SERVICES – ROADWAY, LANDSCAPE, GEOTECHNICAL AND EROSION CONTROL

Following the approval of the concept design and subsequent survey, GMC shall prepare construction plans for the proposed project. The plans shall be designed in accordance with all applicable City of Dalton, GDOT, AASHTO, and MUTCD design specifications and details for the development of the project. The draft plans shall be submitted to the City for review and comment when approximately 75% complete. As part of the 75% review the City shall approve the proposed project footprint at which time GMC shall begin the necessary survey and preparation of right of way plats as described above. Consultant shall prepare a complete set of contract documents and specifications suitable for bidding purposes for the project. Final plans along with the necessary right of way plats shall be provided for review and final approval. GMC shall anticipate up to 2 reviews and revisions in order to finalize and approve the plans.

- GMC will perform a sufficient number of borings to prepare a corresponding report of findings/pavement design recommendations to be utilized in the



project. The report shall include the laboratory tests of the soil samples as well as a soils survey report prepared by registered Georgia Professional Engineer.

- GMC will conduct a visual only building structural review and provide a report of findings of the Outlet Store facilities within 100 feet (north and south) of the new access road through the building opening. This is for reference only, no engineering analysis, no interior or foundation assessment of the buildings will be conducted.
- GMC shall perform an analysis of all onsite drainage and design the necessary structures and piping to convey storm water through the project limits. Evaluation of offsite drainage is not required except to the extent necessary to ensure that adequate capacity is provided within the project limits to handle the anticipated flows.
- GMC has reviewed the project site and determined that wetlands are present within the limits of the project. GMC shall incorporate this information into the proposed project.
- A quantity take-off and construction cost estimate at both the 75% and final plan review phases shall be prepared and submitted for review.
- Technical specifications for the project shall be prepared in accordance with the latest City and GDOT specifications and guidelines. The contract for the project shall follow the City's guidelines at the direction of the City Engineer.

The construction plans (at a suitable scale) shall contain at a minimum the following:

- Cover Sheet with location plan and project information.
- General Notes Sheet
- Existing Conditions representing utilities, boundary and topographic survey.
- Layout and Staking Plan Sheets.
- Plan and Profile Plan Sheets.
- Utility Placement/Relocation Plan Sheets, if necessary.
- Special Grading Plan Sheets.
- Cross Sections Sheets at 50 foot intervals along each roadway
- Pavement Markings and Signing Plan Sheets.
- Landscaping Plan and Detail Sheets
- Staging Plan Sheets showing work areas and a narrative of the plan.
- Erosion, Sediment & Pollution Control Plan. Plans shall be suitable for submission to outside agencies as needed for permitting purposes.
- Construction Details Sheets including standard GDOT details along with typical sections and special details as necessary for the project.



PERMITS

GMC shall prepare and submit all required and necessary plans and documents to the proper agencies and obtain all necessary permits before construction. The City shall be responsible for the payment of all associated fees. GMC shall be responsible to respond to all inquiries/comments from the outside permitting agencies and to make the appropriate revisions to the plans as required. The City shall assist where necessary. Permitting shall include the following:

- Soil Erosion Sediment Control Permit in compliance with the requirements of the Permit to Discharge Storm Water Associated with Construction Activity including the preparation of a Comprehensive Monitoring Plan. GMC shall provide the necessary 7 day compliance letter.
- NPDES NOI to the State including a certification that the ES&PCP has been prepared in accordance with the General Permit.
- U.S. ARMY CORPS OF ENGINEERS PERMITTING
It is currently anticipated that the development of the proposed site will minimize impacts in order to meet the requirements for coverage under a Nationwide Permit (NWP). Below is a summary of the scope of work that will take place to obtain verification that the activities are covered by a NWP:
 - Preparation of the Preconstruction Notification (PCN) for coverage under a NWP.
 - Completion of the Savannah District Standard Operating Procedure (SOP) impact sheet to determine the required stream and wetland mitigation for the project, if necessary.
 - Preliminary review of resources under the jurisdiction of the U.S. Fish and Wildlife Service (USFWS) and State Historic Preservation Office (SHPO).
 - Present mitigation options to meet the requirements of compensatory mitigation for the project.
 - The cost for this project is based on impacts that fall within the limits of a USACE Nation Wide Permit. If the impacts for wetland or stream exceed the NWP limits and a USACE Individual permit is required or if additional surveys are requested by regulatory agencies, a separate cost proposal will be prepared. These assumptions are based on the project being constructed using local funding, if the project designs are elevated to require GDOT funding sources, state requirements would necessitate additional environmental assessment and National Policy Act (NEPA) documentation. If this occurs a separate cost proposal will be prepared.
- GA EPD BUFFER VARIANCE
The proposed project will require a variance for land disturbing activities within the state-mandated buffer from the EPD, per the Erosion and



Sedimentation Act of 1975, as amended. Below is a summary of the scope of work that will take place to obtain the buffer variance:

- Providing documentation that the activity meets the requirements to qualify for a buffer variance.
- Preparation of the Buffer Variance application.
- Necessary revisions or changes based on EPD comments.

UTILITY DESIGN SERVICES – WATER, SEWER, GAS, POWER & COMM

GMC will perform preliminary and final design with plans for new and/or relocated utilities along the proposed Dug Gap Road Extension and at its intersection with Shields Road. It does not include the design for utility relocations due to conflicts or for placing overhead utilities underground. Dalton Utilities is responsible for installing all new wiring, utility boxes, light fixtures, etc. Dalton Utilities will provide all material specifics and shop drawings to aid in the design layout for the new and/or relocated utilities. The project includes:

- Layout Design of new 2,000 L.F. of 8” PC 350 DIP water main, including new valves, fire hydrants, accessories and customer service connections.
- Layout Design of new 2,000 L.F. of 8” SDR 26 PVC gravity sewer, manholes with frame and covers.
- Layout Design of new 2,000 L.F. of 2” low-pressure gas main.
- Layout Design of new Electrical & Communication conduit duct bank for future underground power and communication services.
- Utility Plans will include construction documents, construction cost estimate, bid schedule, technical specifications, and construction drawings to be incorporated into the proposed project(s).
- This proposal is based on the assumption that the required Utility work will be included in the Roadway Construction Project. Any deviation from this plan may require GMC to perform additional work that would be paid for as Additional services as described below.

BID PHASE SERVICES

- Prepare bid advertisement to be submitted by the City for soliciting bids for the project.
- Prepare all contract documents and assemble bid package for the project.
- Conduct one pre-bid meeting with sign-in sheet, prepare meeting memorandum and distribute to all attendees for the project.
- Respond to all contractor inquiries.
- Conduct bid opening meeting and prepare bid tabulation along with recommendation of award for the project.



HYDROLOGIC AND HYDRAULIC MODELING

GMC will develop a Hydrologic and Hydraulic (H&H) model of the drainage system draining the vicinity of the proposed access road as well as a portion of Tar Creek. The purpose of this model will be to assess the hydrologic impacts of the proposed access road as well as identify opportunities for stormwater detention to reduce peak flows and improve drainage and stormwater impacts downstream along Tar Creek.

The drainage area that will be included in the model covers approximately 1.2 square miles generally located immediately southeast of the intersection of Interstate I-75 and Walnut Ave that includes a portion of Tar Creek and several of its tributaries Figure 1. The H&H model will serve several purposes including:

- Determine runoff volume for design of a regional detention facility that will also be utilized to satisfy pre- and post- construction runoff volumes of the new access road.
- Evaluate the potential to modify an existing pond behind the Christ Reformed Baptist Church on Dug Gap Road.
- Evaluate the potential to modify an existing, currently unused pond located directly behind the shopping complex off of Market Street.
- Evaluate potential drainage system improvements including detention upstream of the culvert at Dug Gap Road that passes drainage from along Mineral Springs Road.
- Determine impacts of the new access road and recommended drainage improvements on previously identified areas of concern along Tar Creek where severe erosion is occurring on adjacent properties (see Figure 1).



Figure 1: H&H Model Map



GMC will perform H&H modeling using Interconnected Channel and Pond Routing (ICPR) Model software developed by Streamline Technologies, Inc to model open channels and closed conduits within the drainage area identified above. Modeling will be performed as 1-dimensional (1-D), unsteady flow. Hydrologic modeling will be performed to calculate peak flows for the 1-, 2-, 5-, 10-, 25-, 50-, and 100-year, 24-hour storm events. Hydraulic modeling will be performed for drainage system components including representative stormwater pipes and nodes as well as the primary streams and drainage ditches within the study area.

The model will help provide runoff volume requirements for the design of a new detention pond utilized for the access road and its design will be included in the construction plans for the new road. The remaining objectives of the H&H model previously listed will be utilized to develop conceptual plans for recommended drainage system improvements. The concept plans will include an estimate of engineering and construction costs that will be presented to the City to decide how they would like to proceed.

NPDES MS4 Compliance Assistance: GMC will ensure that the design of the project meets NPDES MS4 Permit requirements. For the purposes of this proposal, GMC assumes that bioretention or other stormwater facilities sufficient to provide adequate treatment of stormwater runoff can be included as part of the road design within the Dug Gap Connector Road Project. If additional facilities are required, it will be an additional fee to site and design such stormwater facilities. The cost for this NPDES MS4 Compliance service is include with the H&H Modeling task.

ADDITIONAL SERVICES

GMC shall provide the additional construction services as requested by the City. The estimated fees/costs listed in the proposal are based on a percentage of the estimated construction cost. Once the projects proceed with design and a construction timeframe can be more accurately determined, these fees can be adjusted to reflect actual construction requirements.

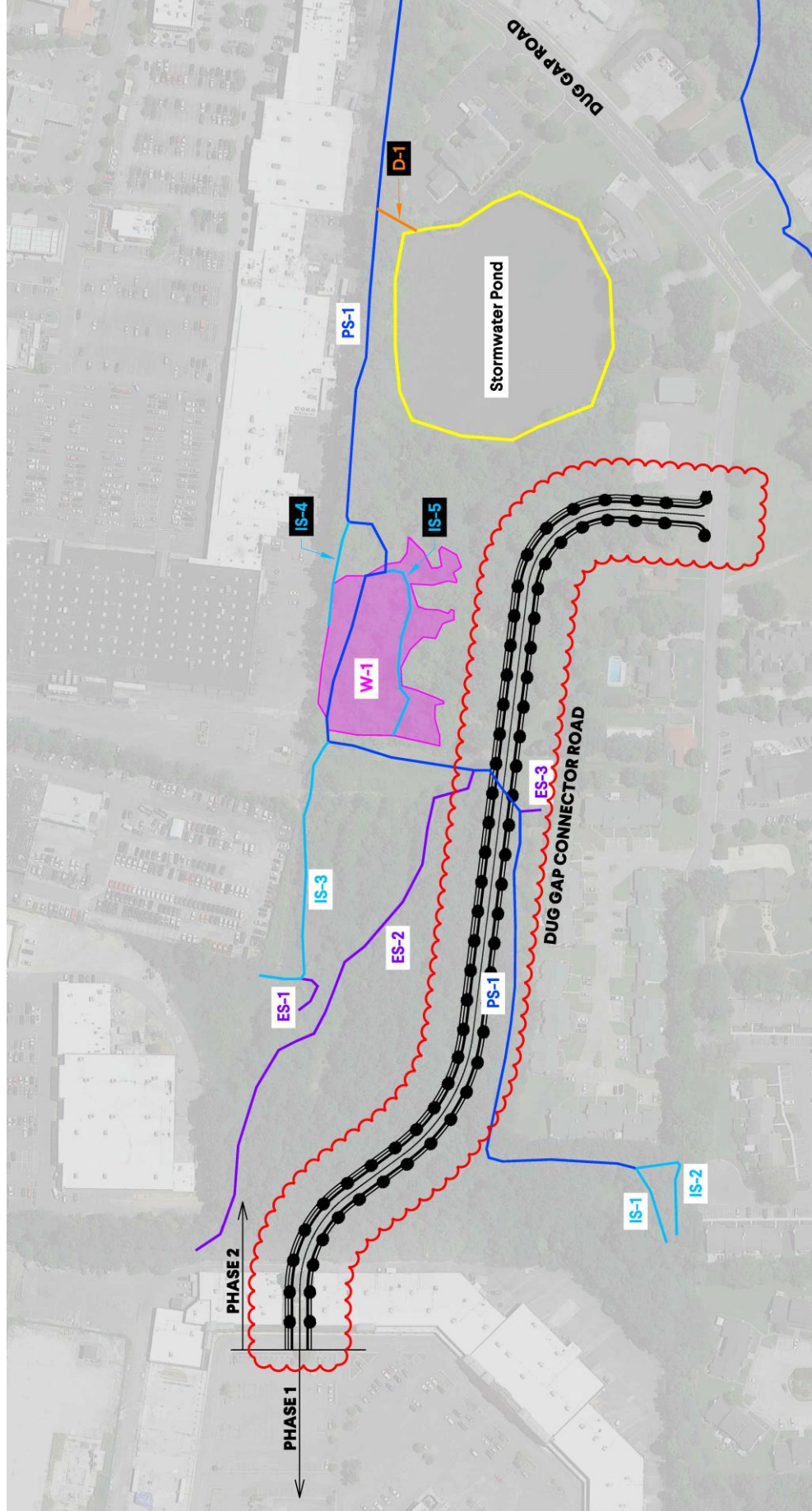
Construction Inspection

- Schedule and attend a pre-construction meeting, prepare meeting memorandum and distribute to all attendees.
- Review and approve material data, shop drawings, and construction schedules provided by the Contractor and sub-contractors.
- Provide construction inspection and monitoring to ascertain that the work is being done in substantial conformance with the contract documents.
- Review Contractor's pay request and prepare payment recommendation to the City.

Materials Testing

- Provide material testing and monitoring to ascertain that the work is being done in substantial conformance with the contract documents, plans and specifications.

ATTACHMENT B



ATTACHMENT C



SUMMARY OF ESTIMATED COST

PAGE 1

LOCATION: DALTON, GA
 ALTERNATE NO.: ESTIMATE #5a - Dug Gap Connector Road
 WORK DESCRIPTION: 2-LANE ROADWAY WITH C&G
 DATE PREPARED: 07/12/21

ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	AMOUNT
UNCLASSIFIED EXCAV.	CY	5,000	10.00	50,000
BORROW EXCAVATION	CY	75,000	15.00	1,125,000
MAJOR DRAINAGE				
18" - 30" PIPE	LF	1,800	75.00	135,000
36" - 54" PIPE	LF	560	120.00	67,200
60" - 72" PIPE	LF	0	0.00	0
BOX CULV'T CONC.	CY	0	0.00	0
STEEL REINF.	LB	0	0.00	0
CURB INLETS / JUNCTION BOXES	EA	16	5000.00	80,000
BASE AND PAVEMENT - HIGH VOLUME				
TRAVELWAY (2 LANE SECTION)	SY	5,700	65.00	370,500
SHOULDERS (5 FT GRADED/ BEHIND C&G)	SY	2,400	7.50	18,000
CONC. CURB & GUTTER	LF	4,300	40.00	172,000
CONC. SIDEWALK (1 SIDE)	SY	1,200	100.00	120,000
LANDSCAPE IMPROVEMENTS	LS	1	215000.00	215,000
ROADWAY CONSTRUCTION SUBTOTAL				\$2,352,700
CONTINGENCIES (20 PERCENT)				<u>\$470,540</u>
ROADWAY CONSTRUCTION TOTAL				\$2,823,240
<hr/>				
WATERLINE INSTALLATION	LF	2,000	90.00	180,000
SANITARY SEWER INSTALLATION	LF	2,000	90.00	180,000
NATURAL GAS PIPE INSTALLATION	LF	2,000	90.00	180,000
ELECTRICAL / COMMUNICATION UTILITY DUCT BANK	LF	2,000	250.00	500,000
NEW UTILITY INSTALLATION (WATER, SEWER GAS AND DUCK BANK)				\$1,040,000
CONTINGENCIES (20 PERCENT)				<u>\$208,000</u>
UTILITY CONSTRUCTION COST TOTAL				\$1,248,000
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MITIGATION COSTS (FOR ENVIRONMENTAL IMPACTS)				<u>\$50,000</u>
GRAND TOTAL				\$4,121,240

- (1) ESTIMATE DOES NOT INCLUDE UTILITY COSTS RELATED TO INSTALLING POWER & COMMUNICATION WIRING
- (2) ESTIMATE DOES NOT INCLUDE COSTS RELATED TO THE INSTALLATION OF LIGHTING FIXTURES
- (3) ESTIMATE DOES NOT INCLUDE COSTS RELATED TO ACQUIRING RIGHTS-OF-WAY OR EASEMENTS