

## CITY COUNCIL AGENDA REQUEST

**Meeting Type:** Mayor & Council Meeting

**Meeting Date:** 6/5/2023

Professional Service Agreement for Design Services with **Agenda Item:** 

Goodwyn Mills Cawood, LLC for the Underwood Street

Bridge Over Mill Creek Project

**Department: Public Works** 

**Requested By:** Chad Townsend

Reviewed/Approved

by City Attorney?

Yes

Cost: \$349,850.00

**Funding Source if Not** 

in Budget

2015 SPLOST SP184 (Within Allocated Budget)

Please Provide A Summary of Your Request, Including Background Information to **Explain the Request:** 

This request is to approve a Professional Services Agreement with the engineering consultant Goodwyn Mills Cawood, LLC for design services of the Underwood Street bridge over mill creek. The scope of the design includes the production of construction plan sets for a new bridge, and corresponding realignment of the Rushmore Drive intersection. Should this be approved, the scope of the services within this contract shall be completed within 12 calendar months following full execution.

The cost of the proposa is within the SP184 Underwood St Bridge 2015 SPLOST project account's allocated budget.

See attached contract document for additional information about the scope of services.

# CITY OF DALTON PUBLIC WORKS DEPARTMENT

#### GENERAL PROFESSIONAL SERVICES AGREEMENT

THIS	GENER	AL PROF	ESSION	AL SERVICES AGREEMENT is made and entered
into on this _	<u>5th</u>	day of	<u>June</u>	by and between the City of Dalton, a Georgia
Municipal Co	– orporatio	on, herein	after refe	erred to as "CITY", and Goodwyn Mills Cawood,
LLC hereinat	fter refe	rred to as '	"CONSUI	LTANT".

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

WHEREAS, the CITY finds the proposed Scope of Services and fee proposal attached as exhibit 'A'; and, to be agreeable and thereby engages Consultant pursuant to the terms of this General Professional Services Agreement.

WHEREAS, the CONSULTANT desires to provide said services and agrees to do so for the compensation and upon the terms and conditions 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 performing the scope of services specified in the CITY's Request for Proposal which is included herein by reference and CONSULTANT's scope and fee 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.
- 4. DATE OF COMMENCEMENT: The CONSULTANT shall commence work on the project on <u>June 12<sup>th</sup></u>, <u>2023</u>. 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 <u>June 12<sup>th</sup>, 2024.</u>

- 6. CONTRACT SUM: The CITY shall pay to CONSULTANT the total sum of \$\_349,850.00 Dollars for the complete performance of the project in accordance with the 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 \$\frac{100.00}{\text{Dollars}}\$ Dollars per calendar day for unexcused delay in completion of the project past the date of completion. CONSULTANT shall be excused for any delays which are out of their control.
- 8. PAYMENT: The CITY shall pay the contract sum to CONSULTANT upon complete performance of the project pursuant to the terms of this Agreement. CONSULTANT shall provide to CITY an Affidavit from the CONSULTANT stating that 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 and for which CITY has access, possession, or control which is 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 is 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's 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 and who have 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 of the City or third persons 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 pursuant to this Agreement;
- (g) to promptly report in writing to CITY any damage to or injuries sustained in the course by Consultant, its employees, or subcontractors of its engagement and to promptly repair any damage to the damaged property.
- (h) to keep any property of the CITY or third persons 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 incurred by reason of CONSULTANT'S use and occupancy of the property inspected or evaluated by CONSULTANT; or by the negligence, willful act, or errors or omissions with respect to the performance of the professional services of CONSULTANT, its employees, agents, subcontractors, or invitees; including all expenses incurred by CITY as a result thereof including, without limitation, reasonable attorneys' fees, expenses of litigation, 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, CITY shall not be obligated to 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 engaged in 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 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 per Georgia Law;
    - (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, 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 to 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, LLC
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 provide a proposal, 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 Georgia. 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.
- (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:	Goodwyn Mills Cawood, LLC		
	By:		
	Title:		
CITY:	CITY OF DALTON, GEORGIA		
	By: MAYOR		
	Attest:		
	CITT CLERK		

### **EXHIBIT 'A'**

#### PROPOSAL FOR PROFESSIONAL SERVICES

# BRIDGE REPLACEMENT ON UNDERWOOD STREET OVER MILL CREEK AND RECONSTRUCTION OF APPROACHES ON UNDERWOOD STREET AND RUSHMORE DRIVE FOR THE CITY OF DALTON, GEORGIA

BY

#### **GOODWYN | MILLS | CAWOOD**

Goodwyn Mills Cawood LLC (GMC) is pleased to provide this Scope of Work and Fee Proposal to the City of Dalton, Georgia (CITY) for the above referenced Project.

#### **SCOPE OF WORK**

GMC will perform field surveys and topographic mapping services, perform geotechnical and pavement materials investigations, perform hydrologic and hydraulic modeling services, perform environmental mapping and permitting services, provide structural bridge plans, provide right-of-way acquisition documents, provide construction plans & contract documents, and assist the CITY with bidding for the bridge replacement on Underwood Street over Mill Creek and associated approach reconstruction on Underwood Street and Rushmore Drive.

#### Section 1: Field Surveys and Topographic Mapping

- A. GMC will establish horizontal control and vertical benchmarks on the project using horizontal and vertical datums based upon Georgia State Plane Coordinates (West Zone).
- B. GMC will provide field survey services to obtain the necessary topographic information within the project limits for use in planning and engineering design for the project. The field survey services shall also include stream profiles and stream cross sections along Mill Creek for a sufficient distance each way of the existing bridge structure as needed to adequately perform hydrologic and hydraulic modeling of the Mill Creek drainage system.
- C. GMC will contact GEORIGA 811 (Line Locate) services prior to mobilizing the field survey crew. GMC will survey all visible above ground utility features within the project limits along with the underground utilities features marked by the 811 locate service. GMC will utilize the located utility features to represent the existing utility features within the project limits as accurately as possible. This scope does not include ground penetrating radar or other independent SUE level techniques and locating services.
- D. GMC will survey existing rights-of-way and other property monumentation as required for establishing the existing rights-of-way and parcel boundary lines within the project corridor.
- E. GMC will provide CAD mapping services to prepare an existing base map plan depicting the existing topographic features, utility features, and property features described above encompassing the project limits as needed for the completion of the construction plans.

#### Section 2: Geotechnical and Pavement Materials Investigations

- A. GMC will perform pavement cores along the roadway approaches to the existing bridge to establish the average pavement build-up structure for the existing roadway approaches.
- B. GMC will perform soil borings along the roadway approaches and at key bridge structure locations, along with the collection of the soils samples and laboratory tests to ascertain the general nature of subsurface conditions within the project corridor.



C. GMC will provide a report of findings that will include recommendations for the roadway pavement design and structural recommendations for the support foundations of the proposed bridge.

Note: This Scope does not include any services during construction including geotechnical review of contractor submittals, pile hammer review submittals, or any geotechnical field monitoring services during the construction of the bridge.

#### Section 3: Hydrologic and Hydraulic Modeling

- A. GMC will inspect and verify the watershed limits, flow characteristics, and general hydraulic coefficients for the Mill Creek floodplain basin. GMC will review all available data, historical flooding events, local flood ordinances, and other readily available data from the United States Geological Survey (USGS).
- B. GMC will use the surveyed features of the Mill Creek floodplain along with the data gathered described above to develop a Hydrologic and Hydraulic (H&H) model of the existing Mill Creek floodplain basin at appropriate recurrence flooding events.
- C. GMC will analyze alternative designs of bridge span arrangements and girder configurations to determine the most efficient and economical structure layout.
- D. GMC will analyze and compute scour depths for the selected bridge design at each of the recurrence flooding events studied.
- E. GMC will provide a "No-Rise" certification signed and sealed by a registered professional engineer including supporting documentation for submission to the local floodplain administrator requesting a "letter of concurrence" approving the project. It is assumed that the proposed replacement bridge structure will be designed to meet the "No-Rise" criteria and thus will not require FEMA coordination or documentation to support a Letter of Map Revision (LOMR).

#### Section 4: Environmental Mapping and Permitting

- A. GMC will conduct all fieldwork necessary to delineate, survey, and map jurisdictional areas located within the limits of the proposed project (including streams, wetlands, and springs). The delineation will be conducted in accordance with the 2010 Regional Supplement to the U.S. Army Corps of Engineers Wetland Delineation Manual: Eastern Mountains and Piedmont Region (Version 2.0).
- B. GMC shall analyze the final impacts to State and US Waters and will prepare and submit necessary plans and documents to the regulatory agencies to obtain all necessary permits before construction. The CITY shall be responsible for the payment of all associated permit fees and mitigations costs. Permitting shall include the following:
  - U.S. Army Corps of Engineers Permit Application, including a habitat assessment and agency coordination with the US. Fish and Wildlife Service (USFWS) and State Historic Preservation Office (SHPO). This scope is based on impacts that fall within the limits of a USACE Nationwide or Regional Permit (NWP or RGP).

<u>Note:</u> Specialized environmental studies to evaluate potential threatened and endangered species (T&E Study) or Cultural Resource Assessments (CRA) may be required by the USACOE, the USFWS or the SHPO to further evaluate the potential impacts upon local T&E species or cultural resources. In the event these specialized studies are necessary, GMC will provide these additional services for the fees noted in Section 11 of this proposal.

- Georgia EPD Buffer Variance Application, for land disturbing activities within the state-mandated buffers per the Erosion and Sedimentation Act of 1975.



- NPDES NOI, in compliance with the requirements of the NPDES permit to Discharge Storm Water Associated with Construction Activities including the preparation of a Comprehensive Monitoring Plan, along with a certification that the Erosion, Sediment, & Pollution Control Plan has been prepared in accordance with the General Permit and the 7-day compliance letter.

#### **Section 5: Structural Bridge Plans**

- A. Based on the recommendations from the H&H analysis, GMC will prepare preliminary bridge plans indicating the Type, Size, and Location (TS&L) features of the selected bridge configuration.
- B. Upon approval of the preliminary TS&L plans, GMC will perform bridge design calculations and prepare final structural bridge plans and detail drawings suitable for bidding purposes to be incorporated into the final contract documents. The final bridge plans shall be designed in accordance with the latest editions of the GDOT Bridge and Structures Design Manual, the GDOT Bridge and Structures Detailing Policy Manual, and the AASHTO LRFD Bridge Design Specifications.
- C. GMC shall perform an Independent Structural Design Review as a Quality Control measure to ensure the final bridge design meets all project requirements and confirm that the plans are suitable for bidding and construction.

#### **Section 6: Construction Plans and Contract Documents**

- A. Following the approval of the concept design, GMC shall prepare construction plans for the proposed project. The construction plans (at a suitable scale) shall include a Cover Sheet, Index Sheet(s), General Notes Sheet(s), Typical Section Sheet(s), Plan and Profile Plan Sheet(s), Utility Relocation Sheet(s), Storm Profile Sheet(s), Special Grading Sheet(s), Striping & Signing Sheet(s), Traffic Control Staging Sheet(s), Detour Layout Sheet(s), Bridge Plans & Detail Sheet(s), Erosion & Sediment Control Plan Sheet(s), and Cross Section Sheet(s) as needed to represent the construction requirements for the project.
- B. The construction plans shall be designed in accordance with all applicable CITY, GDOT, AASHTO, and MUTCD design standards.
- C. GMC will prepare estimates of quantities and construction costs to provide a Preliminary Opinion of Probable Project Costs.
- D. Upon CITY approval of the final plans, GMC will provide final construction plans signed and stamped by a Registered Professional Engineer for the CITY's use in soliciting bids for construction.
- E. GMC will prepare a Proposal Manual consisting of contract document forms, bond forms, bid schedules, advertisements, special provisions and other required documents in accordance with the CITY's requirements to solicit bids for construction.

#### **Section 7: Right-of-Way Acquisition Documents**

- A. GMC will prepare property plats and legal descriptions for the CITY's use to acquire additional right-of-way and easements as necessary to construct the project.
- B. It is anticipated that approximately five (5) or six (6) separate right-of-way acquisition parcels will be required in order to obtain the necessary right-of-way and easements for the construction of the project. This scope does not include appraisal costs, negotiation services, legal services, abstracts, property research, or other right-of-way related services. The CITY will be responsible for acquiring the right-of-way parcels.

#### **Section 8: Bidding Assistance**

A. GMC will consult and advise the CITY by reviewing qualifications of potential bidders to determine



their acceptability as required by the nature of work and by the bidding documents. GMC shall also distribute plans and specifications (bid package) to the respective bidders for their use in submitting bid proposals for the project. GMC will also issue addenda as appropriate to clarify, correct or change the bidding documents as necessary.

- B. GMC will assist the CITY, at the scheduled time and place, with the public opening and reading of eligible bids that have been submitted and received in accordance with the advertising requirements.
- C. GMC will assist the CITY with reviewing the accuracy and completeness of each bid submitted and shall provide a certified tabulation of the bid results. Upon reviewing and tabulating the bid results, GMC will provide an award recommendation to the CITY based on GMC's opinion of the lowest responsible and responsive bidder or other recommended action that GMC believes is in the best interest of the CITY.

Note: The City will be responsible for the final determination of the lowest responsible and responsive bidder to whom a construction contract is awarded along with any legal counsel as necessary for them to make that determination.

D. GMC will assist the CITY with the coordinating and scheduling of a preconstruction conference with all necessary participants and shall assist the CITY with the issuance of a Notice to Proceed to the awarded contractor.

#### Section 9: Additional Terms, Assumptions, Exclusions and Limitations

- A. The Scope and Fee Proposal included herein is based upon the project being constructed using local funding. The Scope does not include additional funding agency requirements, reviews, or documentation. In the event the project is elevated to utilize alternate funding sources, GMC can provide a supplemental fee proposal for these additional services.
- B. The Scope and Fee Proposal included herein are based upon a "no effect" determination for Threatened & Endangered Species. This Scope does not include special mitigation efforts or requirements to protect or relocate potential T&E species. This Scope does not include the design or development of mitigation plans to offset potential impacts to State and US Waters. It is assumed that the CITY will mitigate potential impacts to State and US Waters through the purchase of available credits from private Mitigation Banks. If required, GMC will assist the CITY to solicit quotes from Mitigation Banks for the CITY's consideration for mitigating wetland and stream impacts.
- C. GMC will assist the CITY to identify potential utility conflicts with the proposed work. Should utility conflicts be discovered, GMC will provide assistance to the CITY to coordinate with the Utility Owners that require relocations to their facilities. However, this scope does not include the design of any necessary utility relocations or the production of construction drawings for utility relocations that are required due to the proposed improvements.
- D. This scope does not include Construction Staking, Construction Engineering, Construction Inspection, Construction Testing, Construction Administration, As-Built Surveys, or any other services that may be required during construction.
- E. This scope does not include performing traffic counts, the design of traffic signals, or other related traffic studies. This Scope does not include Lighting, Landscaping, Irrigation, or other design elements not specifically listed in this Scope and Fee Proposal.
- F. It is assumed that Underwood Street will be closed to traffic during the construction of the replacement bridge. The design of a phased construction bridge to maintain traffic is not included in this Scope.
- G. Additional services beyond the limits of this Scope of Work shall be charged in accordance with the rates shown on the Standard Rate and Fee Schedule included as an attachment to this fee proposal.



Section 10: Fee Proposal				
A. Field Survey and Topographic Mapping				
B. Geotechnical Foundations and Pavement Materials Investigations				
C. Hydrologic and Hydraulic Modeling	- \$	23,500		
- Stream Modeling & Bridge Recommendations \$ 15,000				
- Scour Prediction Analysis\$ 2,500				
- Floodplain No-Rise Certification\$ 6,000				
D. Environmental Mapping and Permitting	- \$	22,750		
- Wetland and Stream Delineation Survey \$ 6,000				
- Habitat Assessment and Agency Coordination \$ 3,000				
<ul> <li>US Army Corps of Engineers Permitting (NWP or RGP) \$ 8,500</li> </ul>				
- GA EPD Buffer Variance Application \$ 5,250				
E. Structural Bridge Plans	\$	88,000		
F. Construction Plans and Contract Documents	- \$	130,000		
G. Right-of-Way Acquisition Documents (Plats & Legal Descriptions)	- \$	7,500		
H. Bidding Assistance	- \$	5,000		
Total Fee Proposa		\$ 337,750		
Section 11: Potential Additional Services (Only if Required by the USACOE)				
A. Cultural Resource Assessment (Archaeological Study)	. \$	5,400		
B. Threatened & Endangered Species Study (Mussel Survey)	- \$	6,700		
Total Potential Additional Services		\$ 12,100		

Thank you again for considering GMC for these professional design services. If you have any questions or if you would like to discuss this further, please do not hesitate to call.

Submitted by:

GOODWYN | MILLS | CAWOOD

Jeff B. Fennell, P.E. Project Manager

Date: 04/17/2023





#### EXHIBIT 'B'

#### 2023 Standard Rate and Fee Schedule

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Stand	ard F	Hourl	lv Rat	29

d	Hourly Rates	
	Executive Vice President	\$ 300.00
	Senior Vice President	\$ 250.00
	Vice President	\$ 225.00
	Senior Professional (Architect, Engineer Regional Technical Leader, Interior Design, Scientist, Project Manager)	\$ 250.00
	Professional III (Architect, Engineer Design Manager, Interior Design, Scientist, Project Manager)	\$ 225.00
	Professional II (Architect, Engineer State Technical Leader, Interior Design, Scientist, Project Manager)	\$ 200.00
	Professional I (Architect, Engineer Design Coordinator, Interior Design, Scientist, Project Manager)	\$ 185.00
	Senior Professional Staff (Architect, Project Engineer, Interior Design, Scientist, Assistant Project Manager)	\$ 160.00
	Professional Staff III (Architect, Engineer Project Professional, Interior Design, Scientist)	\$ 135.00
	Professional Staff II (Architect, Engineer Hoject Professional, Interior Design, Scientist)	\$ 120.00
	Professional Staff I (Architect, Engineer Staff Professional, Interior Design, Scientist)	\$ 100.00
	Trolessional staff (Alcintect, interior Design, scientist)	Ψ 100.00
	Senior Technical (Technical Spec., Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 160.00
	Technical III (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 140.00
	Technical II (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 115.00
	Technical I (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 95.00
	Intern/Co-op II (Architecture, Engineering, Interior Design, Environmental Sciences)	\$ 90.00
	Intern/Co-op I (Architecture, Engineering, Interior Design, Environmental Sciences)	\$ 70.00
	Executive Administrative Assistant	\$ 115.00
	Administrative Assistant II	\$ 95.00
	Administrative Assistant I	\$ 75.00
		•
	Surveying:	
	Professional Land Surveyor	\$ 180.00
	Survey Crew (four-man survey crew)	\$ 310.00
	Survey Crew (three-man survey crew)	\$ 250.00
	Survey Crew (two-man survey crew)	\$ 185.00
	Field Tech III	\$ 105.00
	Field Tech II	\$ 80.00
	Field Tech I	\$ 65.00

#### Reimbursable Expenses

**Travel Expenses** 

\$0.655 per mile Vehicle Transport

Travel/ Meals/ Lodging Cost

Other Out-of-Pocket Expenses Cost plus twenty percent

Sub-Consultant/Sub-Contractors Cost plus twenty percent Sub-Consultant/Sub-Contractors reimbursable expenses Cost plus twenty percent

Printing & Shipping

Out of house reprographic services Cost

\$0.10/ sheet (8.5 x 11) In-House B&W reprographic services (small format) \$0.15/ sheet (11 x 17)

In-House Color reprographic services (small format) \$0.10/ sheet (8.5 x 11) \$0.15/ sheet (11 x 17)

\$0.15/sf In-House B&W reprographic services (large format) In-House Color reprographic services (large format) \$0.20/sf

GPS equipment \$250.00 per day

Goodwyn Mills Cawood **Building Communities**