

INDIVIDUAL PROJECT ORDER (IPO) NUMBER ONE

THIS INDIVIDUAL PROJECT ORDER (“IPO”) is made this 3 day of September 2024, by and between CITY OF DALTON (“the Client”) and KIMLEY-HORN AND ASSOCIATES, INC. (“the Consultant”) in accordance with the terms of the Five (5) Year Master General Planning and Engineering Consultant Agreement Between City of Dalton and Kimley-Horn and Associates, Inc. for Continuing Professional Services dated July 15th, 2024, which is incorporated herein by reference. The specifics of this engagement are set forth below.

Identification of Project:

Project Name: OBSTRUCTION REMOVAL – RUNWAY 32 CONSTRUCTION PHASE SERVICES

KH Project Manager: REBECCA COLLINS

Project Number: 017739000

Scope of Services:

Kimley-Horn will provide the services specifically set forth below:

The Construction Phase Services for the Security Fencing project at the Dalton Municipal Airport in Dalton, Georgia will consist of project formulation, contract administration, periodic on-site observation and inspection reporting, and contract close-out for the project. Construction services will include the following elements of work:

Element 1 – Project Formulation – Construction Phase shall include:

1. The preparation of work scope and fees
2. Coordination with regulatory agencies

Element 2 – Construction Administration Services for a 30-calendar day Contract Time shall include the following services:

1. Preparation for and attendance at Pre-construction Meeting. The conference will be scheduled to permit Owner, GDOT, Contractor representatives, and the Engineer to attend. Minutes shall be prepared and distributed after the conference. (1 Site Visit)
2. Provide response to Contractor questions and/or Request for Information (RFI).
3. Conformance to federal requirements (as delineated in the contract documents) including:
 - a. Review and approval of weekly payroll for contractors and sub-contractors
 - b. Review and approval of employee wage rates and interview, if applicable.
4. Contractor submitted pay application review and recommendation for processing.
5. One (1) site visit for the final inspection. The final inspection shall determine if the project was satisfactorily constructed in accordance with the plans. The meeting will be scheduled to permit the Owner, GDOT, Contractor representatives, and the Engineer to attend. A Final Punch List shall be provided following the meeting. The final inspection shall determine if the project was satisfactorily constructed in accordance with the project contract documents.
6. One (1) follow up site visit to the Final Inspection to review any corrective work items included on the final punch list. Sponsor/Engineer shall coordinate with contractor to perform all punch list items

prior to final payment of the contract. The Engineer shall provide a letter confirming that all punch list items have been completed prior to any submittals for final payment.

7. Preparation and distribution of punch list and Final Inspection Report.
8. Close-Out Documentation to include Final Release and Waiver of Lien, Final Acceptance Letter, Material Certifications, Affidavit of Payment of Debts and Claims, Consent to Surety of Final Payment, and other contract requirements. Final Pay Request, Final DBE report, and other project documentation as required also included.
9. Expenses for attendance at pre-construction meeting, progress meetings, final inspection and follow up site visit for punch list items.

Element 3 – Construction Inspection/Observation Services shall include the following:

1. Part-time observation and reporting for 6 calendar days at 4 hours/day to meet with the Contractor, check the quality of work and % progress, discuss schedule, and prepare inspection/status report. Any additional time will be charged at cost, based on the hourly rate schedule.
2. Pre-construction Meeting
3. One (1) site visit for the final inspection to generate a punch list. The final inspection shall determine if the project was satisfactorily constructed in accordance with the plans.
4. One (1) follow up site visit to the Final Inspection to review any corrective work items included on the punch list and preparation of a Final Inspection Report.
5. Expenses for attendance at pre-construction meeting, weekly inspection, and final inspection.

Element 4 – “RAM” Obstruction Database Update shall include:

1. Coordinate with Airport and GDOT to make necessary updates by removing the obstructions from the RAM database after the tree removal has been completed and confirmed.

This construction project will be administered in accordance with the engineering drawings entitled “Runway 32 – Obstruction Removal”, dated February 2024, and with the contract documents entitled “Obstruction Removal Runway 32”, both designed and provided by Croy Engineering, LLC in accordance with provisions of the Federal Aviation Administration (FAA) Advisory Circular 150/5300-13B, Airport Design and GDOT 2021 Standard Specifications. All construction details will conform to FAA Specifications and indicate published specification reference. GDOT Specifications will be used in absence of FAA Specifications with approval by agency.

Deliverables:

In conjunction with the performance of the above scope, Kimley-Horn will provide the following deliverables (documents) to the Client and GDOT:

- Contractor’s Affidavit of Payment of Debts and Claims
- Contractors Final Release and Waiver of Lien
- Consent of Surety to Final Payment
- Final DBE Participation Letter

Services not Included:

Any other services, including but not limited to the following, are not included in this agreement:

- Bid Phase Services
- ALP Update
- Engineer’s Report
- Construction Materials Testing

Additional Services if required:

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Bid Phase Services
- ALP Update
- Engineer's Report
- Construction Materials Testing

Information Provided by Client:

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Project Plans, Specifications, and Bid Documents (prepared by Croy Engineering)
- Issued for Construction Plans and Conformed Contract Documents for Construction (prepared by Croy Engineering)

Responsibilities of Client:

In addition to other responsibilities set out in this Agreement, the Client shall:

- N/A

Schedule:

Services shall commence after receipt of a fully-executed agreement. We will provide our services as expeditiously as practicable with the goal of meeting the following schedule:

- Work shall begin within 10 days of Notice to Proceed. Execution date of this contract shall be considered the Notice to Proceed date.

Terms of compensation:

In return for performance of the tasks described in the above Scope of Services, the Client shall pay the Consultant the amount of **\$ 38,985.73**, payable according to the following terms.

1. A lump sum fee applies for each task as follows.
2. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1	Project Formulation	\$ 1,665.05
Task 2	Construction Administration	\$ 24,146.97
Task 3	Construction Inspection	\$ 11,766.41
Task 4	"RAM" Obstruction Database Update	\$ 1,407.30
Total Consultant Fee		\$ 38,985.73

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Other special terms of Individual Project Order:

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in a PDF. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

____ Please email all invoices to awiersma@daltonga.gov

ACCEPTED:

CITY OF DALTON

KIMLEY-HORN AND ASSOCIATES, INC.

SIGNED: _____

SIGNED: _____

PRINTED NAME: _____

PRINTED NAME _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____