

City of Dalton Public Works - 2019 Guardrail Projects

Location #	Project	Beginning	Ending	Description
1	S. Hamilton Street Guardrail Project	Friendship House	430 feet south of railroad crossing	Approximately 730 LF of guardrail replacement and shoulder work to replace existing, non-functioning guardrail. Due to lack of embankment/shoulder/right of way, this project might require installation of curb and gutter on east side of S. Hamilton Street. Install appropriate anchorages per AASHTO and GDOT policy.
2	S. Thornton Ave (S. Dixie Hwy) Guardrail Project at culvert	Approx. 615 LF south of Cedar Street	Approx. 755 LF south of Cedar Street	Approximately 140 LF (each side of culvert, 280LF Total) of guardrail replacement and shoulder work to replace existing non-functioning guardrail. Install appropriate anchorages per AASHTO and GDOT policy.
3	Emery Street @ Loveman Lane Intersection	Just west of eastbound stop bar on Emery Street	Just east of westbound stop bar on Emery Street	Approximately 80-100 LF of guardrail to keep errant vehicle from entering residential property south of the T-intersection. Loveman Lane approaching the intersection is a steep downgrade. This has occurred multiple times in recent memory. Install appropriate anchorages per AASHTO and GDOT policy.
4	Northeast corner of Abutment Road @ V.D. Parrott Jr. Pkwy Intersection	Tie onto existing guardrail or retaining wall	Wrap northeast corner radius	A new traffic signal will soon be installed at the subject intersection. The City will be installing its traffic signal cabinet and mast arm pole on the northeast corner and would like protection from a potential errant vehicle headed northbound on Abutment Road. There is existing guardrail attached to a retaining wall adjacent to Abutment Road. The guardrail extension could possibly be attached to existing guardrail or the existing guardrail might have to be replaced as determined in the design phase. Install appropriate anchorages per AASHTO and GDOT policy.



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PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT made by and between Southeastern Engineering, Inc., and the client identified herein, provides for the following Professional Engineering Services under the Scope of Services section of this agreement

CLIENT: City of Dalton
P. Andrew Parker, PE
Assistant Public Works Director
535 Elm Street
Dalton, GA 30722
aparker@cityofdalton-ga.gov

PROJECT NAME: Engineering Services for Guardrail Design at Four Locations in the City of Dalton

PROJECT UNDERSTANDING

SEI understands that City of Dalton needs engineering services for a guardrail placement and/or replacement at four locations in the Dalton City limits. New guardrail will be added at West Emery Street and along portions of Abutment Road. Guardrail will be replaced and brought up to the most current GDOT standards on South Hamilton Avenue, South Thornton Avenue and portions of Abutment Road.

SCOPE OF SERVICES

Task 1 – Coordination with Lowery & Associates on Survey Processing

City shall coordinate with and direct Lowery & Associates to conduct a survey of all four guardrail locations and shall direct Lowery & Associates to provide the survey plat and related material in AutoCAD format (said format shall be ____). SEI shall covert said AutoCAD files into a format useable in MicroStation and InRoads software design platforms. City shall coordinate with and direct Lowery & Associates to complete any necessary utility locates and property resolution.

Task 2 – Roadway Design for Guardrail Placement and/or Replacement at Four Locations

SEI to provide engineering design for a set of roadway plans that will be used for a guardrail replacement project along sections of South Hamilton Street, South Thornton Avenue, West Emery Street and Abutment Road as out lined below:

- South Hamilton Street – 730 LF of guardrail replacement on the east side of the road
- South Thornton Avenue – 280 LF of guardrail replacement on both sides of the road
- West Emery Street – 100 LF of new guardrail on the south side of the road
- Abutment Road – 100 LF new and 120 LF replacement of guardrail on east side of the road

City of Dalton Public Works Department intends to provide plans to a guardrail contractor to get a construction price for the guardrail placement/replacement. The SEI design will use the latest GDOT guardrail standards for new 31-inch required standard guardrail height. The new GDOT guardrail standards that will be used are:

- 4380 – W Beam Guardrail 31-inch Guardrail Height
- 4381 – Post and Offset Blocks for W & T Beam Guardrail
- 4382 – Guardrail Connection at Bridge End or Concrete Barrier for 31-inch High Guardrail
- 4383 – Guardrail Anchorage Type 1 31-inch Guardrail Height
- 4384 – Guardrail Terminals, Type 12A, 12B and 12C for 31-inch Guardrail Height
- 4385 – T Beam Guardrail connection to 31-inch Height W Beam
- 4390 – W Beam Guardrail Transition 27-inch Guardrail to 31-inch Guardrail Height
- 4948A – Concrete Side Barrier Types 7-C, 7-R, 7-T, 7-W

The location of the proposed guardrail shall be in the same general location as the existing guardrail throughout each of the locations project limits. For the T-Beam attachment to the existing wall on Abutment Road, new 31-inch W Beam shall transition to T-Beam based upon GDOT Standard 4385 and that the T-Beam shall be attached to the existing wall per GDOT Standard 4382. SEI has not included any structural components of design within its scope of services pursuant to this Agreement. SEI acknowledges that two additional holes shall be drilled into the existing wall end based upon hole location pursuant to GDOT Standard 4948A above the existing holes for the T-Beam attachment to said wall.

The roadway design plans will include:

- Cover Sheet
- Typical Section Sheet
- Detailed Estimate
- Construction Plans
- Erosion Control Plans
- GDOT Guardrail Standards

Anticipated GDOT Pay Items to be use are:

- 163-0232 (acre) – Temporary Grassing
- 163-0240 (ton) – Mulch
- 165-0030 (liner feet) – Maintenance of Temporary Silt Fence, Type C
- 171-0030 (liner feet) – Temporary Silt Fence, Type C
- 210-0100 (lump sum) – Grading Complete
- 641-1100 (liner feet) – Guardrail Type T Beam
- 641-1200 (linear feet) – Guardrail Type W Beam
- 641-5001 (each) – Guardrail Anchor Type 1
- 641-5015 (each) – Guardrail Terminal, Type 12A, 31-inch, Tangent, Energy-Absorbing
- 700-6910 (acre) – Permanent Grassing
- 700-7000 (ton) – Agricultural Lime
- 700-8000 (ton) – Fertilizer Mixed Grade
- 700-8100 (pound) – Fertilizer Nitrogen Content

Task 3 – Contract Administration

SEI will assemble all the necessary contract documents required to solicit unit-cost-bid-quotes from qualified guardrail contractors.

COMPENSATION

PROFESSIONAL FEES			
Description	Task Subtotal	Billed	Initials
Task 1 – Coordination with Lowery & Associates on Survey Processing	\$1,500.00	Monthly, % Complete of Lump Sum	
Task 2 – Roadway Design for Guardrail Placement and/or Replacement at Four Locations	\$15,000.00	Monthly, % Complete of Lump Sum	
Task 3 – Contract Administration	\$5,000.00	Monthly, % Complete of Lump Sum	
Miscellaneous Services	\$10,000.00	Monthly, % complete of Allowance	
Total	\$31,500.00	Monthly, % Complete of Lump Sum	

SCHEDULE

SEI can initiate work on this project immediately upon notice to proceed. SEI will provide a schedule with regular updates and will have all information delivered to the client in advance of submission to the jurisdiction.

Direct expenses are not included in the fees subtotaled in the above table. Direct expenses not furnished directly by SEI will be billed at cost and may include but are not limited to special fees, permits, insurance, printing and photographic reproduction, sub-contractors, rental of equipment and vehicles, shipping/transportation, meals and lodging, bonds, laboratory testing and supplies. Exclusions to the contract are noted in Attachment A.

SEI will cease work and notify you as soon as possible if additional professional services are required beyond the scope of work defined in the Scope of Services section above. Additional services will be billed according to the Rate Scheduled in Attachment B.

Payment is due upon receipt of invoice. Finance charges of one and one-half percent (1.5%) will be added to the unpaid balance beginning 30 days after invoice date. Any changes and/or revisions to this

contract shall be agreed upon and initialed by all parties. This proposal shall be considered valid for a period of ninety (90) days from the date on page one (1).

IN WITNESS WHEREOF, the Agreement is accepted on the later date written below, subject to the terms and conditions stated above and attached to the Agreement in Attachment C.

CLIENT	SOUTHEASTERN ENGINEERING, INC.
Signed _____	Signed _____
Name (Typed) _____	Name (Typed) _____
TITLE _____	TITLE _____
DATE _____	DATE _____

ATTACHMENT A

EXCLUSIONS:

This agreement does not include the following:

- Zoning or zoning modification applications and coordination
- GDOT or other agency coordination
- Community coordination meetings
- Graphic design
- Traffic engineering services
- Land surveying services
- Structural engineering and inspection
- Soil testing/geotechnical analysis of existing soils or levels of compaction
- Subsurface utility location and/or investigation
- Utility capacity analyses
- Offsite utility evaluation and/or extension
- Offsite utility easements
- Utility coordination
- Stream buffer variance - variance through EPD and/or local jurisdiction
- Offsite silt study
- Dam breach
- FEMA coordination and/or letter of Map Revision
- MS4 requirements
- Architectural services
- Landscape architectural services
- Irrigation design
- Tree survey and/or as-builts
- Planting plans
- Inspecting and/or placing plants on site
- State waters and/or wetland location, delineation and/or permitting through USACE
- Preparation of Storm Water Management, Inspection and Maintenance Agreement or similar/related documents
- LDP submittal or revisions
- Final plat submittal or revisions
- Cost estimates or Quantity take offs
- Construction management, contract administration or price/cost negotiations of construction work
- Settlement of disputes of claims due to contractor default or insolvency or discontinuation of work
- Maintenance services (post-construction or otherwise)

ATTACHMENT B

HOURLY RATE SCHEDULE:

Services shall be invoiced according to the following rates:

Environmental Personnel:

Environmental Scientist I :	\$85/hr.
Environmental Services Manager:	\$125/hr.

Planning and Landscape Architecture Personnel:

Administrative:	\$60/hr.
Technician:	\$60/hr.
Land Planner:	\$125/hr.
Landscape Architect:	\$125/hr.

Engineering Personnel:

Administrative:	\$60/hr.
Technician:	\$60/hr.
Designer I:	\$75/hr.
Designer II:	\$95/hr.
Designer III:	\$115/hr.
Engineer I:	\$90/hr.
Engineer II:	\$110/hr.
Engineer III:	\$135/hr.
Project Manager:	\$155/hr.
Director/Principal:	\$250/hr.

Hourly* Surveying Personnel:

Field Crew: (1 Man)	\$90/hr.
Field Crew: (2 Man)	\$150/hr.
Field Crew: (3 man)	\$195/hr.
Survey Technician 1:	\$75/hr.
Survey Technician 2:	\$85/hr.
Survey Technician 3:	\$95/hr.
Administrative:	\$60/hr.

*Overtime rates = 1.5 x standard rates

Salary Surveying Personnel (Overtime Exempt):

Survey Director: (PLS)	\$150/hr.
Project Manager: (PLS)	\$140/hr.
Associate Project Manager: (LSIT)	\$115/hr.
Field Coordinator:	\$110/hr.

Note: Personnel include direct and contract employees.

ATTACHMENT C

GENERAL CONDITIONS:

- A. **ENTIRE AGREEMENT AND ACCEPTANCE:** This CONTRACT comprises the full and entire agreement between the parties affecting all matters herein described, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized. ENGINEER shall not be bound by any instructions, statements, or writings that are not expressly contained herein except written change orders approved by CLIENT. These terms and conditions may be accepted only on the exact terms set forth herein and such terms and conditions supersede all prior discussions, understandings, or agreements related to this CONTRACT. Acceptance is made by CLIENT who either owns the subject project site or has an agreement with or the permission of the property owner which permits the ENGINEER to perform services at or related to the property.
- B. Our professional services shall be performed, our findings obtained, and our recommendations prepared in accordance with generally accepted engineering, surveying and landscape architecture practices. This warranty is in lieu of all other warranties, either implied or expressed. SEI assumes no responsibility for interpretation made by others based upon the work or recommendations made by SEI
- C. **SCOPE OF SERVICES AND EXTRA WORK:** The scope of ENGINEER's services hereunder is strictly limited to the services described in the contract, and ENGINEER shall have no obligations beyond such scope. Further, ENGINEER shall have no obligation to perform, and shall not be liable for any investigations or field observations relating to the project, unless such investigations or field observations are expressly provided in this CONTRACT. The CLIENT shall pay ENGINEER additional fees and reimbursables for work required for the project and for services requested by CLIENT in writing, if such work or services are not expressly described hereof, including, but not limited to, services involving redesign, change in scope of the project or additional work or services. There shall be no oral change orders. All change orders shall be in writing and approved by CLIENT.
- D. It is understood and agreed that SEI, shall not be held responsible for any inaccuracies in any materials, data or records of any other person, firm or agency which are provided to it and/or may be utilized by it in the performance of specific services except as reasonably within the scope of this Agreement and within the experience and expertise of SEI in providing engineering services.
- E. Should client be a Corporation or Partnership, the person signing this work order agrees to take full personal financial responsibility for the payment of the amounts specified herein and hereby waives right to personal property exemptions pursuant to collection thereof.
- F. In the event additional services beyond the scope of work listed above are required by Owner/Client, we shall perform these services for an amount equal to normal hourly charges on work actually performed upon approval by Owner/Client. We shall submit monthly invoices for services outlined in this agreement. Payment is due upon receipt of invoice. Finance charges of one, one-half percent (1.5%) will be added to any unpaid balance at the end of 30 days (APR 18%). When an invoice is 60 days in arrears, ENGINEER shall have the further right to discontinue further services and assess an additional 10% of the unpaid balance of \$100.00 minimum charge, whichever is greater, before providing further services of any kind to the subject project or CLIENT. Any inquiries about invoices should be made within 15 days of the invoice date.
- G. Either party may terminate this agreement with ten (10) days written notice. Outstanding fees for services performed prior to termination shall be due and payable upon termination. In the event that GDOT regulations applicable to the Project are amended prior commencement of the Project or if the services outlined in this proposal have not been authorized within thirty (30) days, fees quoted are subject to revision by SEI and approval by the CLIENT.
- H. Should the client be a 'Prime Consultant' where SEI is acting as a sub-consultant to the 'Prime Consultant' and the 'Prime Consultant' is a Corporation or partnership, working as consultant to the actual owner of the project, the representative signing this contract agrees that the company for which he is employed and represents will take full financial responsibility for the payment of the amounts specified herein regardless of whether or not the actual owner/developer of the

property pays the 'Prime Consultants' own invoices. Note: This clause does not exclude SEI's right to legally pursue the physical owner of the property in the event of non-payment by the Client or 'Prime Consultant.'

- I. All original papers, documents, electronic data and all work product and copies thereof, produced as a result of this contract shall remain the property of SEI and may be used by the SEI without further consent of the Client.
- J. Owner/Client shall pay SEI all costs and expenses incurred or paid by SEI in connection with the collection of any sums due hereunder, including without limitation, reasonable attorneys' fees of no less than 15% of the amount for which collection is sought.
- K. Under no circumstances shall either party be liable to the other party for any indirect, incidental, economic, special, punitive or consequential damages, whether for breach of contract, negligence, or under any other cause of action, that results from the relationship or the conduct of business contemplated herein.
- L. HIDDEN CONDITIONS: A structural condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If the SER has reason to believe that such a condition may exist, the client shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition upon SEI providing written notice to CLIENT and upon written approval by CLIENT prior to said inspection and correction.
- M. If (1) the client fails to authorize such investigation or correction after due notification, or (2) the SER has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition, and the SER shall not be responsible for the existing condition nor any resulting damages to persons or property.
- N. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia. The parties agree that in the event that any suit or proceeding is brought in connection with this Agreement, such suit or proceeding shall be brought in the Superior Court of Whitfield County, Georgia and the parties shall submit to the exclusive jurisdiction of such Court and waive any and all jurisdiction, venue, and inconvenient forum objections to such Court.
- O. NO WAIVER: The failure of ENGINEER to enforce, at any time or for any period of time, any one or more of the provisions of the CONTRACT shall not be construed to be, and shall not be, a waiver of any such provision or of its right thereafter to enforce each and every such provision.



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April 1, 2019

Andrew Parker
City of Dalton Public Works Department

SURVEY SCOPE OF SERVICES

Thanks for the opportunity to bid on this project. Here is our not to exceed proposal for topographic surveying for the design of guard rail placement to be billed at an hourly rate of \$150 per hour for the field crew and \$95 per hour for the office calculations and drafting. If we can lump a couple of the small ones together into a single trip we can save some money on your end. This topographic survey will establish the elevations of the roadway, pavement limits, striping, utilities shall be located using Georgia One-call service, and the right of way shall be shown based on best available information.

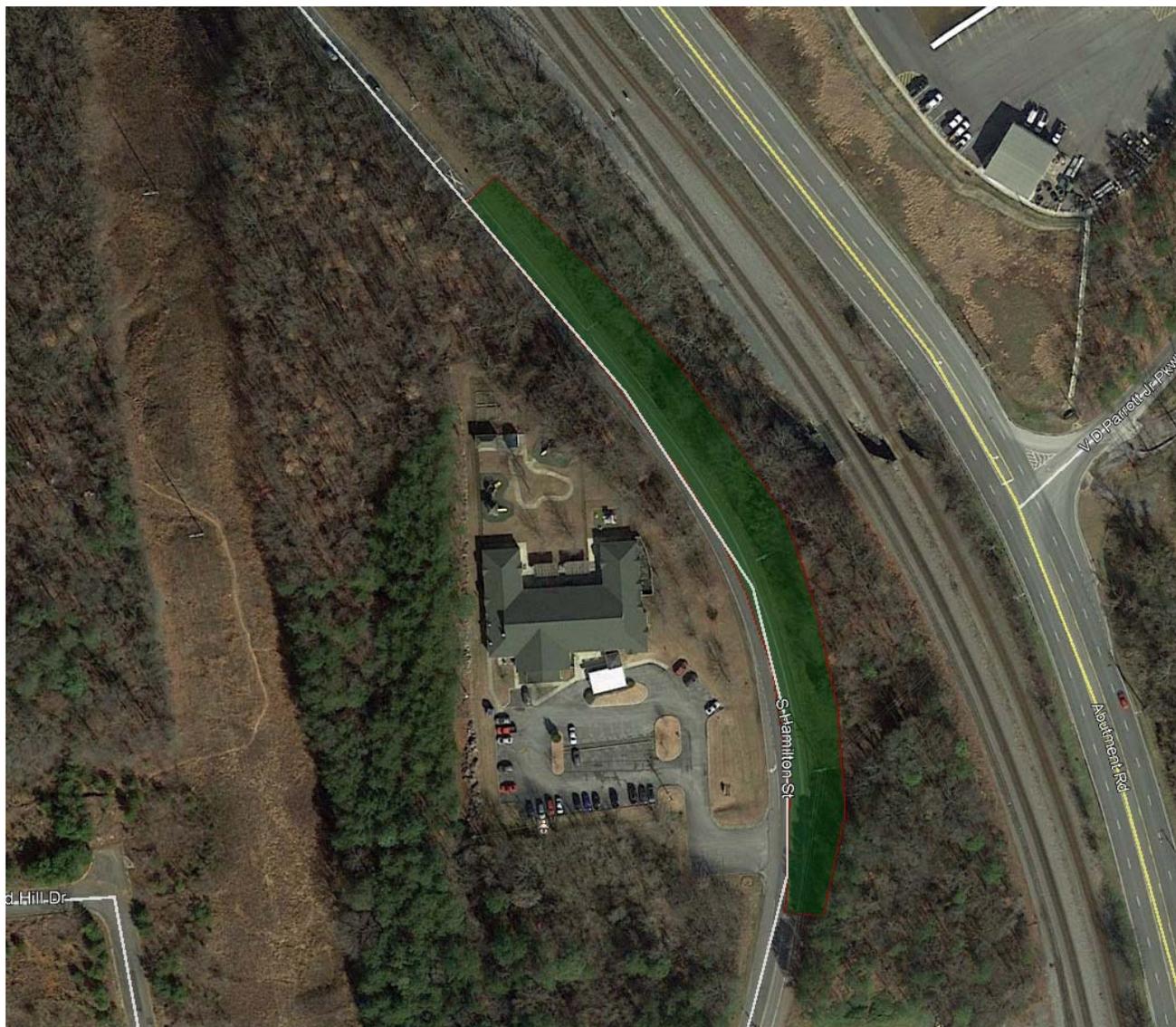
- Site 1 - South Hamilton St: approximately 800 feet along existing roadway - \$2800
- Site 2 - South Thornton Ave: approximately 200 feet along existing roadway - \$1600
- Site 3 - West Emory St: approximately 175 feet along existing roadway - \$1000
- Site 4 - Abutment Rd: approximately 300 feet along existing roadway - \$1600

See pages 2-4 of this proposal for details and survey limits. This is a not to exceed fee prepared in good faith. This project shall be billed at the stated rate port to port. Let me know if you have any questions or comments.

Jason Burnette, Sr. Project Manager
Lowery & Associates Land Surveying

Authorized Representative

SITE 1



SITE 2



SITE 3



SITE 4

