

**CITY OF DALTON
PUBLIC WORKS DEPARTMENT**

GENERAL PROFESSIONAL SERVICES AGREEMENT

THIS GENERAL PROFESSIONAL SERVICES AGREEMENT is made and entered into on this 15 day of March, 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 March 23, 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 July 31, 2021.

6. CONTRACT SUM: The CITY shall pay to CONSULTANT the total sum of \$ 314,240.00 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.

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

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Suite 350
Atlanta, GA 30339

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www.gmcnetwork.com

Mr. Andrew Parker, PE
Public Works Director
City of Dalton
P.O. Box 1205
535 Elm Street
Dalton, Georgia 30722

March 10, 2021

RE: Professional Design Services for Market St. and Retail Access Road

Dear Mr. Parker,

GMC is pleased to submit to the City of Dalton a proposal for Professional Design Services for streetscape improvements to Market Street, its extension for a future new road (known as Option D) through the current Outlet Store and a reconstructed back access road located behind the restaurants of Panda Express and KFC. Outlined below is our understanding of the scope of work and required services to successfully deliver the project.

Scope of Work

In general, this project includes providing surveying, permitting, and design services for reconfiguring Market St. to a streetscape type roadway, installing new traffic signals at the intersection of Market St. and Walnut Ave. and reconstructing an existing back access road to provide inter-parcel connectivity and traffic management for Market St. and for Walnut Ave. (see Appendix B for project map locations). This scope of work is based on preliminary designs furnished to the City. In an effort to move this project forward our team has made several assumptions regarding the project footprints and established 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.
- City of Dalton will furnish to GMC and it's 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.
- GMC will coordinate with the City of Dalton for the design and construction of various bio-swells and green infrastructure.
- GMC will coordinate with Dalton Utilities to ensure proper coordination throughout the project.
- GMC will coordinate street lighting based on locations selected by the City of Dalton and Dalton Utilities. All street light to be provided by Dalton Utilities.
- GMC will perform design coordination of the overhead utilities move to underground utilities. The work will be directed and specified by Dalton Utilities. GMC will depict on the construction documents the location of the electrical power conduit as directed by Dalton Utilities. Dalton Utilities will also perform all services related to installing the underground power.

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 Appendix A

Project Delivery Schedule

GMC will establish a goal of completing the construction documents by the end of August – based on a mid-March release. We request the City of Dalton team understand that this is an aggressive design schedule and assumes minimal delays during the design process. Our team will communicate regularly with the city leadership if any challenge arises. Further, we would recommend the city consider an early release package for the underground utilities – this would allow ground breaking and construction to begin late summer / early Fall.

Fee

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

Market Street Design Services (Including Mall Access Road)

Survey Cost (Field Work and Topo Drafting)	\$ 9,800.00
Survey Cost (ROW Parcel Maps & Descriptions)	\$ 3,800.00
Geotechnical (Pvmt Cores, Pvmt Recommendations)	\$ 13,990.00
MS4 Pre/Post Stormwater Design & LID/GI Design	\$ 5,350.00
Construction Plans	\$ 188,750.00
- Roadway Streetscape Plans	
- Landscaping Plans	
- Signal Modification Plans	
- Erosion Control Plans & NPDES NOI	
- Drainage and Utility Coordination	
- Construction Engineering & Submittal Review	



Overhead Power Relocation Design	\$23,000.00
Bidding Services	\$ 5,000.00
	TOTAL: \$ 249,690.00

Add Services: Retail Access Road

Survey Cost (Field Work and Topo Drafting)	\$ 1,800.00
Survey Cost (ROW Parcel Maps & Descriptions)	\$ 1,600.00
Geotechnical (Pvmt Cores, Pvmt Recommendations)	\$ 2,000.00
MS4 Pre/Post Stormwater Design & LID/GI Design	\$ 1,650.00
Construction Plans	\$ 51,000.00
- Roadway Streetscape Plans	
- Erosion Control Plans & NPDES NOI	
- Landscaping plans	
- Construction Engineering & Submittal Review	
	TOTAL: \$ 58,050.00

Wetland Delineation – Rear Access & Round-about

Wetland Delineation (Appendix E)	\$6,500.00
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TOTAL COST **\$314,240.00**

Project Estimated Construction Cost

We have included in Attachments C and D our estimated construction cost for each of these projects for your reference as we understand the current scope of work.

Again, thank you for considering Goodwyn Mills and Cawood 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

APPROVED SIGNATURE:

Authorized City of Dalton Official	Title	Date
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Print Name

ATTACHMENT B

GOODWYN, MILLS & CAWOOD, INC.

STANDARD CONTRACT PROVISIONS

ASSIGNMENT

Neither party to this Agreement shall assign, or transfer any rights under or interest in this Agreement without the prior written consent of the other party except that ENGINEER may retain sub-consultants as ENGINEER deems appropriate and ENGINEER may make a collateral assignment of this Agreement to its lenders.

DISPUTE RESOLUTION

OWNER and ENGINEER agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to this Agreement or breach thereof to mediation unless the parties mutually agree otherwise. Within fifteen (15) days of receipt by one party of notice of a dispute and demand for mediation from the other party, the parties shall jointly select a mediator and shall conduct mediation within (30) days of receipt by one party of notice of a dispute and demand for mediation from the other party. The cost of mediation shall be paid equally by both parties. In the event a mediator is not selected within the fifteen (15) day period or if mediation has not occurred within said thirty (30) day period (or at such other time as agreed to in writing by the parties), then the parties shall mediate such dispute in accordance with the Commercial Arbitration Rules and Mediation of the American Arbitration Association. The OWNER and the ENGINEER further agree to require a similar mediation provision in all agreements with independent contractors and consultants, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

ALLOCATION OF RISKS - INDEMNIFICATION

To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, employees and agents from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, agents and ENGINEER's services under this Agreement. The indemnification provision of the preceding sentence is subject to and limited by the provisions agreed to by OWNER and ENGINEER in "Allocation of Risks", if any.

~~To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants from any and all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused solely by OWNER, OWNER's officers, directors, partners, employees, agents and OWNER's consultants with respect to this Agreement or the Project.~~ ME 3/12/2021

If the OWNER requests drawings furnished by electronic media, the OWNER shall sign an agreement specifically excluding ENGINEER's liability from any use of such electronic media.

STANDARD OF CARE

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's service.

This Agreement is based on applicable laws, regulations, standards, and requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to OWNER's responsibilities or to ENGINEER's scope of services, times of performance, and compensation.

FAILURE TO PAY

~~If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice, then amounts due ENGINEER will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until OWNER has paid in full all amounts due for services, expenses, and other related charges. OWNER waives any and all claims against ENGINEER for any such suspension.~~ ME 3/12/2021

TERMINATION

The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty days of receipt thereof, provided however, that if the failure is of such a nature that it cannot be cured within said thirty (30) day period, no right to terminate shall exist so long as the correcting party is diligently and in good faith pursuing the correction of the failure. The OWNER shall within thirty (30) calendar days of termination pay the ENGINEER for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this Agreement.

OPINIONS OF PROBABLE CONSTRUCTION COST

ENGINEER's opinions of probable construction cost are to be made on the basis of ENGINEER'S experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids or actual construction cost will not vary from opinions of probable construction cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable construction cost, OWNER shall employ an independent cost estimator.

CONSTRUCTION PHASE SERVICES

Neither the professional activities of the ENGINEER, nor the presence of the ENGINEER or its employees, agents or sub-consultants at a construction site, shall relieve any contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents or for the failure of any person or entity to carry out the work in accordance with any contract documents. Notwithstanding any inspections by ENGINEER or its employees, agents or sub-consultants, ENGINEER shall have no liability for the failure of any person or entity to carry out any work in accordance with any contract documents.

JOBSITE SAFETY

ENGINEER shall not at any time supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. The Engineer agrees to promptly notify the Client in writing of any observed defects or deficiencies in the Contractor's work.

The OWNER agrees that the Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the OWNER's agreement with the Contractor. The OWNER also agrees that the OWNER, the ENGINEER and the ENGINEER's consultants shall be indemnified and shall be made additional insureds under the Contractor's general liability insurance policy. The ENGINEER and his personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

UNUSUAL OR CONCEALED PHYSICAL CONDITIONS

In the event ENGINEER encounters concealed or unknown conditions of an unusual nature, differing materially from those ordinarily encountered in similar work, the OWNER agrees the ENGINEER's scope of services, times of performance, and compensation shall be equitably adjusted.

MISCELLANEOUS PROVISIONS:

- a. **Notice:** All notices, requests, demands, tenders and other communications required or permitted hereunder shall be made in writing and shall be deemed to be duly given if delivered in person or mailed certified mail, return receipt requested, to the addresses set forth. Either party hereto may change the address to which notices, requests, demands, tenders and other communications to such party shall be delivered or mailed by giving notice to the other party hereto in the manner herein provided.
- b. **Waiver:** Any term or condition of this Agreement may be waived at any time by the party which is entitled to the benefit thereof, but such waiver shall only be effective if evidenced by a writing signed by such party. A waiver on one occasion shall not be deemed to be a waiver of the same or any other breach on another occasion.
- c. **Amendments:** This Agreement may be amended or modified only by a writing signed by both of the parties hereto.
- d. **Successors and Assigns:** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- e. **Governing Law:** The validity and effect of this Agreement shall be governed, construed and enforced under the laws of the State of Georgia.
- f. **Entire Agreement:** This Agreement contains all of the terms agreed upon by the parties with respect to the subject matter hereof and there are no representations or understandings between the parties except as provided herein.
- g. **Section Headings:** Section headings contained in this Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this Agreement or of any term or provision hereof.
- h. **Time:** Time shall be of the essence in this Agreement.
- i. **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement.
- j. **Costs of Enforcement:** In the event that any party hereto defaults in the performance of its obligations hereunder, the non-defaulting party shall be entitled to recover from the defaulting party all fees, costs and expenses (including attorneys' fees and expenses) incurred in enforcing the provisions of this Agreement.
- k. **Construction of Agreement:** No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party hereto or thereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or dictated such provision.
- l. **No Third-Party Beneficiary:** This Agreement shall be binding upon, inure solely to the benefit of, and be enforceable by only the parties hereto, their respective successors and permitted assigns, and nothing in the Agreement, express or implied, is intended to or shall confer upon any person, other than the parties hereto, their respective successors and permitted assigns, any rights, remedies, obligations or liabilities of any nature whatsoever.



Appendix A

SCOPE OF SERVICES FOR CITY OF DALTON BY GOODWYN MILLS AND CAWOOD

Goodwyn Mills Cawood

6120 Powers Ferry Rd NW
Suite 350
Atlanta, GA 30339

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

www.gmcnetwork.com

MARKET STREET WITH EXTENSION SIDE ROAD AND BACK ACCESS ROAD

PROJECT KICK-OFF

Once selected, 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 SIGNAL DESIGN

GMC will utilize the traffic study dated August 24, 2020 that was conducted for the City's Gateway Corridor Plan for Walnut Ave. This report will be utilized for the upgrade of the traffic signal system at the intersection of Market Street and Walnut Avenue/SR52.

GMC will coordinate with the City and GDOT for obtaining the necessary traffic signal permit and access for Walnut St.

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, East 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 a plat which encompasses the project limits at a suitable scale and size for recording purposes in accordance with State standards. The surveyor shall prepare a boundary plat depicting the necessary road right-of-way that will be required to construct the project (footprint). The plat 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 the plat.

- 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 plat 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 ten (10) separate parcel plats will be required in order to obtain the necessary right-of-way for the construction of the project. The right-of-way and parcels shall be staked one time as part of this agreement.
- Environmental mapping is not anticipated within the project limits at this time. Should it be determined that such services will be required, GMC shall provide a proposal for the additional work associated with same.

DESIGN – ROADWAY, LANDSCAPE, GEOTECHNICAL SERVICES 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 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 will review the project site to determine if wetlands are located within the limits of the project. GMC shall make a site visit and mark any wetlands within and adjacent to the project limits.
- 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 with legends.
- Existing Conditions Sheets with existing utilities, boundary and topographic survey.
- Layout and Staking Plan Sheets.
- Plan and Profile Plan Sheets.
- Utility Relocation Plan Sheets, if necessary.
- Grading and Drainage Plan Sheets.
- Cross Sections Sheets at 50 foot intervals along each roadway
- Pavement Markings and Signage Plan Sheets.



- Landscaping Plan and Details Sheet shall be prepared for Market St. and the City shall review the plan at the 75% completion phase.
- Staging Plan Sheets showing work areas and a narrative of the plan.
- Erosion Control Plan Sheets utilizing standard GDOT details, notes, and symbols. 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.

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 packages.
- Conduct one pre-bid meeting with sign-in sheet, prepare meeting memorandum and distribute to all attendees.
- Respond to all contractor inquiries.
- Conduct bid opening meeting and prepare bid tabulation along with recommendation of award.

ADDITIONAL SERVICES

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

Construction Inspection



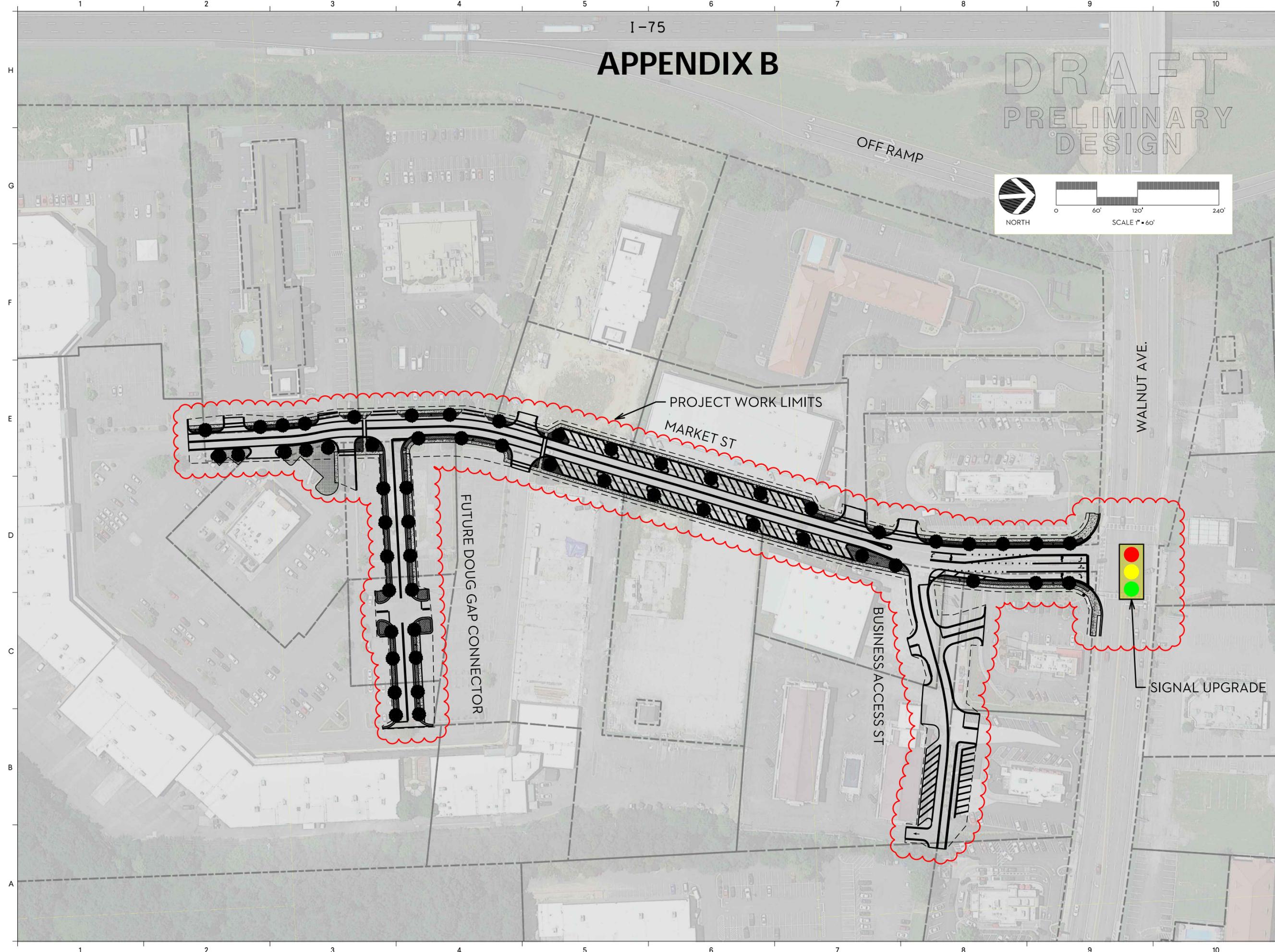
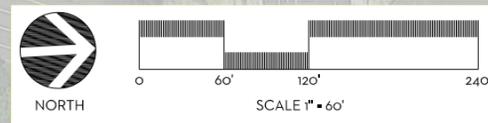
- Schedule and attend a pre-construction meeting, prepare meeting memorandum and distribute to all attendees.
- Review and approve material data, shop drawings, and construction schedules provided by the Contractor and sub-contractors.
- Provide construction inspection and monitoring to ascertain that 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.

APPENDIX B

DRAFT PRELIMINARY DESIGN



6120 Powers Ferry Road NW, Suite 350
 Atlanta, GA 30339
 T 770.952.2481
 GMCNETWORK.COM

ISSUE	DATE
PRELIMINARY CONCEPT	09.21.2020
NOT FOR CONSTRUCTION	

DRAWN BY:
CHECKED BY:

GATEWAY CORRIDOR
 IMPROVEMENT PLAN
 DALTON, GA

LATL200002

MARKET STREET
 STREETScape IMPROVEMENTS

PROJECT SCOPE LIMITS

sheet ___ of ___

APPENDIX C

TOTAL	ITEM	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	A-110-537-30	EA	NPDES PERMITS, INCL NOI, NOT, RECORD KEEPING & REPORTING TO GA EPD	\$5,000.00	\$5,000.00
1	009-2000	LS	LANDSCAPE	\$155,000.00	\$155,000.00
1	150-1000	LS	TRAFFIC CONTROL -	\$164,000.00	\$164,000.00
1	151-1000	LS	MOBILIZATION -	\$90,000.00	\$90,000.00
20	163-0550	EA	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP - FILTER BLANKET	\$400.00	\$8,000.00
20	163-0550	EA	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP - PIGS-N-BLANKET	\$350.00	\$7,000.00
500	165-0010	LF	MAINTENANCE OF TEMPORARY SILT FENCE, TP A	\$0.25	\$125.00
22	165-0105	EA	MAINTENANCE OF INLET SEDIMENT TRAP	\$200.00	\$4,400.00
1	167-1500	MO	WATER QUALITY INSPECTIONS	\$5,000.00	\$5,000.00
3	169-0005	EA	BIORETENTION BASIN	\$30,000.00	\$90,000.00
500	171-0010	LF	TEMPORARY SILT FENCE, TYPE A	\$4.00	\$2,000.00
685	207-0203	CY	FOUND BK FILL MATL, TP II	\$85.00	\$58,225.00
1	210-0100	LS	GRADING COMPLETE -	\$50,000.00	\$50,000.00
900	206-0002	CY	BORROW EXCAV, INCL MATL	\$25.00	\$22,500.00
290	213-1000	CY	SAND BACKFILL	\$50.00	\$14,500.00
1125	310-1101	TN	GR AGGR BASE CRS, INCL MATL	\$50.00	\$56,250.00
100	402-1812	TN	RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME	\$125.00	\$12,500.00
775	402-3130	TN	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	\$125.00	\$96,875.00
550	402-4605	TN	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL HIGHLY MODIFIED POLYMER BITUM MATL & H LIME	\$125.00	\$68,750.00
925	413-0750	GL	TACK COAT	\$4.00	\$3,700.00
5700	432-0206	SY	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	\$12.00	\$68,400.00
1750	441-0104	SY	CONC SIDEWALK, 4 IN	\$55.00	\$96,250.00
5500	441-6012	LF	CONC CURB & GUTTER, 6 IN X 24 IN, TP 2	\$30.00	\$165,000.00
10	500-3101	CY	CLASS A CONCRETE	\$500.00	\$5,000.00
185	500-9999	CY	CLASS B CONC, BASE OR PVMT WIDENING	\$300.00	\$55,500.00
1350	550-1240	LF	STORM DRAIN PIPE, 24 IN, H 1-10	\$70.00	\$94,500.00
10	600-0001	CY	FLOWABLE FILL	\$300.00	\$3,000.00
3810	610-0355	LF	REM CONC CURB & GUTTER ALL SIZES	\$10.00	\$38,100.00
925	610-2700	SY	REM CONCRETE	\$13.50	\$12,487.50
500	610-2815	SY	REM CONC SIDEWALK	\$12.00	\$6,000.00
7	610-5715	EA	REM CATCH BASIN, DROP INLET OR JCT BOX	\$700.00	\$4,900.00
63	636-1036	SF	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	\$20.00	\$1,260.00
98	636-2070	LF	GALV STEEL POSTS, TP 7	\$15.00	\$1,470.00
1	647-1000	LS	TRAFFIC SIGNAL INSTALLATION NO - 1	\$250,000.00	\$250,000.00
3	653-0120	EA	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	\$100.00	\$300.00
3	653-0210	EA	THERMOPLASTIC PVMT MARKING, WORD, TP 1	\$150.00	\$450.00
1	653-2501	LM	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	\$3,500.00	\$3,500.00
1	653-2502	LM	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	\$3,500.00	\$3,500.00
125	653-3501	GLF	THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, WHITE	\$1.00	\$125.00
75	653-6004	SY	THERMOPLASTIC TRAF STRIPING, WHITE	\$6.00	\$450.00
750	653-6006	SY	THERMOPLASTIC TRAF STRIPING, YELLOW	\$6.00	\$4,500.00
190	654-1001	EA	RAISED PVMT MARKERS TP 1	\$6.00	\$1,140.00
20	654-1003	EA	RAISED PVMT MARKERS TP 3	\$6.00	\$120.00
22	668-1100	EA	CATCH BASIN, GP 1	\$5,000.00	\$110,000.00
5	668-4300	EA	STORM SEWER MANHOLE, TP 1	\$5,000.00	\$25,000.00
2500	682-6222	LF	CONDUIT, NONMETL, TP 2, 2 IN	\$4.00	\$10,000.00
400	682-6322	LF	CONDUIT, ENCASED, TP 1, 2 IN 2-WAY	\$30.00	\$12,000.00
400	682-7061	LF	CONDUIT DUCT BANK, TYPE 2	\$65.00	\$26,000.00
CONSTRUCTION SUBTOTAL					\$1,912,777.50
CONTINGENCY					\$191,277.75
MARKET STREET IMPROVEMENTS CONSTRUCTION TOTAL					\$2,104,055.25
<p>(1) ESTIMATE ASSUMES UTILITY RELOCATION COST FOR UNDERGROUND WATER, SEWER & GAS WILL BE MINIMAL</p>					
<p>(2) ESTIMATE DOES NOT INCLUDE UTILITY COSTS RELATED TO RELOCATING POWER & COMMUNICATION LINES</p>					
<p>(3) ESTIMATE DOES NOT INCLUDE COSTS RELATED TO ACQUIRING RIGHT-OF-WAY OR EASEMENTS</p>					
<p>(4) ESTIMATE DOES NOT INCLUDE COSTS RELATED TO THE INSTALLATION OF LIGHTING FIXTURES</p>					

APPENDIX D

TOTAL	ITEM	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	A-110-537-30	EA	NPDES PERMITS, INCL NOI, NOT, RECORD KEEPING & REPORTING TO GA EPD	\$5,000.00	\$5.00
1	150-1000	LS	TRAFFIC CONTROL -	\$30,000.00	\$30.00
1	151-1000	LS	MOBILIZATION -	\$45,000.00	\$45.00
4	163-0550	EA	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP - FILTER BLANKET	\$400.00	\$1.60
4	163-0550	EA	CONTRUCT AND REMOVE INLET SEDIMENT TRAP - PIGS-N-BLANKET	\$350.00	\$1.40
400	165-0010	LF	MAINTENANCE OF TEMPORARY SILT FENCE, TP A	\$0.25	\$10
8	165-0105	EA	MAINTENANCE OF INLET SEDIMENT TRAP	\$200.00	\$1.60
1	167-1500	MO	WATER QUALITY INSPECTIONS	\$5,000.00	\$5.00
1	169-0005	EA	BIORETENTION BASIN	\$30,000.00	\$30.00
400	171-0010	LF	TEMPORARY SILT FENCE, TYPE A	\$4.00	\$1.60
400	206-0002	CY	BORROW EXCAV, INCL MATL	\$25.00	\$10.00
200	207-0203	CY	FOUND BKFFILL MATL, TP II	\$85.00	\$17.00
1	210-0100	LS	GRADING COMPLETE -	\$40,000.00	\$40.00
625	310-1101	TN	GR AGGR BASE CRS, INCL MATL	\$50.00	\$31.25
50	402-1812	TN	RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME	\$125.00	\$6.25
200	402-3130	TN	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	\$125.00	\$25.00
375	402-4605	TN	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL HIGHLY MODIFIED POLYMER BITUM MATL & H LIME	\$125.00	\$46.87
350	413-0750	GL	TACK COAT	\$4.00	\$1.40
1200	441-6012	LF	CONC CURB & GUTTER, 6 IN X 24 IN, TP 2	\$30.00	\$36.00
70	500-3002	CY	CLASS AA CONCRETE	\$1,500.00	\$105.00
120	500-3110	LF	CLASS A CONCRETE, TYPE P1, RETAINING WALL	\$650.00	\$78.00
50	500-9999	CY	CLASS B CONC, BASE OR PVMT WIDENING	\$300.00	\$15.00
6200	511-1000	LB	BAR REINF STEEL	\$3.50	\$21.70
300	550-1240	LF	STORM DRAIN PIPE, 24 IN, H 1-10	\$70.00	\$21.00
350	610-0355	LF	REM CONC CURB & GUTTER ALL SIZES	\$10.00	\$3.50
1	610-9005	LS	REM PORTIONS OF EXISTING RETAINING WALL -	\$20,000.00	\$20.00
3	653-0110	EA	THERMOPLASTIC PVMT MARKING, ARROW, TP 1	\$100.00	\$30
1	653-2501	LM	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	\$3,500.00	\$3.50
1	653-2502	LM	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	\$3,500.00	\$3.50
100	653-6004	SY	THERMOPLASTIC TRAF STRIPING, WHITE	\$6.00	\$60
15	654-1001	EA	RAISED PVMT MARKERS TP 1	\$6.00	\$9
6	668-1100	EA	CATCH BASIN, GP 1	\$5,000.00	\$30.00
2	668-4300	EA	STORM SEWER MANHOLE, TP 1	\$5,000.00	\$10.00
225	700-9300	SY	SOD	\$15.00	\$3.37
CONSTRUCTION SUBTOTAL					\$650,640
CONTINGENCY					\$65,064
BUSINESS ACCESS / SIDE STREET IMPROVEMENTS CONSTRUCTION TOTAL					\$715,704
<i>(1) ESTIMATE ASSUMES UTILITY RELOCATION COST FOR UNDERGROUND WATER, SEWER & GAS WILL BE MINIMAL</i>					
<i>(2) ESTIMATE DOES NOT INCLUDE UTILITY COSTS RELATED TO RELOCATING POWER & COMMUNICATION LINES</i>					
<i>(3) ESTIMATE DOES NOT INCLUDE COSTS RELATED TO ACQUIRING RIGHT-OF-WAY OR EASEMENTS</i>					



February 10, 2021

Jason Parker
City Administrator
Dalton, Georgia

Goodwyn Mills Cawood

6120 Powers Ferry Road NW
Suite 350
Atlanta, GA 30339

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

www.gmcnetwork.com

**RE: Waters of the U.S. Delineation
Gateway Corridor Improvement Project
Dalton, Georgia**

To Whom this may Concern:

Goodwyn, Mills & Cawood, (GMC) is pleased to have this opportunity to offer our environmental consulting services. We have prepared this scope and proposal based on previous discussions and our professional opinion as to the scope of work that will be required in order to delineate jurisdictional areas located on site.

New Connector Road from Market Street to Dug Gap Road

GMC is prepared to conduct all fieldwork necessary to delineate, survey, and map jurisdictional areas located on the new access road property (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). The “waters of the U.S.” including wetland areas will be surveyed with a mapping grade (sub meter) GPS system. This method of surveying is approved by the U.S. Army Corps of Engineers and does not require a certified stamp from a Licensed Professional Land Surveyor (PLS). It is expected that the delineation can be completed for a lump sum of **\$6,000** and can be completed within 2-3 weeks of notice to proceed.

The scope of work does not include submittal of the findings to the U.S. Army Corps of Engineers (USACE). The confirmation of the delineation is best suited to be submitted during the permit process (if necessary). Although unlikely, the USACE could determine additional jurisdictional areas on the property. The scope of this proposal does not include any wetland permitting, required mitigation, or regulatory concurrence (U.S. Fish and Wildlife, State Historical Preservation Officer, etc.).

We appreciate the opportunity to work with you over the course of this project, and trust our proposal is consistent with your expectations. If you agree to the terms set forth above, please indicate your acceptance by signing the Notice to Proceed below and returning it at your convenience. We are prepared to begin immediately upon delivery of the signed proposal.

Sincerely,

Brittany Israel, PE
Environmental Engineer

Approved:

Signature Date



Roundabout at Dug Gap Road

GMC is prepared to conduct all fieldwork necessary to delineate, survey, and map jurisdictional areas located near the roundabout property (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). The “waters of the U.S.” including wetland areas will be surveyed with a mapping grade (sub meter) GPS system. This method of surveying is approved by the U.S. Army Corps of Engineers and does not require a certified stamp from a Licensed Professional Land Surveyor (PLS). It is expected that the delineation can be completed for a lump sum of **\$2,000** and can be completed within 2-3 weeks of notice to proceed.

The scope of work does not include submittal of the findings to the U.S. Army Corps of Engineers (USACE). The confirmation of the delineation is best suited to be submitted during the permit process (if necessary). Although unlikely, the USACE could determine additional jurisdictional areas on the property. The scope of this proposal does not include any wetland permitting, required mitigation, or regulatory concurrence (U.S. Fish and Wildlife, State Historical Preservation Officer, etc.).

If the delineation can be completed under one scope of service (Property included in both the New Connector Road and Roundabout at Dug Gap Road) the fee for all fieldwork necessary to delineate, survey, and map jurisdictional areas can be performed for the **reduced** lump sum fee of **\$6,500**.

We appreciate the opportunity to work with you over the course of this project, and trust our proposal is consistent with your expectations. If you agree to the terms set forth above, please indicate your acceptance by signing the Notice to Proceed below and returning it at your convenience. We are prepared to begin immediately upon delivery of the signed proposal.

Sincerely,

Brittany Israel, PE
Environmental Engineer

Approved:

Signature Date