

**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 Geo-Hydro Engineers, Inc., 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.

4. DATE OF COMMENCEMENT: The CONSULTANT shall commence work on the project on March 16, 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 April 13, 2021.

6. CONTRACT SUM: The CITY shall pay to CONSULTANT the total sum of \$ 8,850.00 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 shall name CITY as an additional insured and shall be issued by such insurance companies and on such forms as may be approved by CITY. Said insurance shall include the following:

- (a) General Liability Coverage - General Liability policy with a minimum limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- (b) Workers' Compensation Coverage – Workers' Compensation policy with the following minimum limits:
 - (1) Workers' Compensation statutory limits;
 - (2) Employer's Liability:
 - a. Bodily Injury by Accident - \$100,000.00
 - b. Bodily Injury by Disease - \$500,000.00 policy limit
 - c. Bodily Injury by Disease - \$100,000.00 each employee.

CONSULTANT shall complete the Workers' Compensation Insurance Affidavit of the City of Dalton to determine if any exemption to Workers' Compensation Insurance is applicable.

- (c) Auto Liability Coverage – Auto Liability policy with a minimum of \$1,000,000.00 limit per occurrence for bodily injury and property damage, if motor vehicle is used in performance of scope of services. Comprehensive form covering all owned, non-owned, and hired vehicles.

(d) Professional Services Errors & Omissions Coverage – Professional Services E&O policy with a minimum of \$1,000,000.00 per claim.

14. ASSIGNMENT: CONSULTANT may not assign all or any portion of the Agreement without the prior written permission of CITY.

15. SUBCONTRACTOR: The CONSULTANT shall provide written notice to CITY of CONSULTANT’S intent to use a subcontractor for any portion of the project. CITY shall be entitled to reject any subcontractor it deems not qualified to complete the project. Any subcontractor approved for work on the project shall abide by any and all terms of this Agreement.

16. NON-WAIVER OF DEFAULT: The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Agreement shall not be construed to be a waiver thereof, not affect the validity of any part of this Agreement or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Agreement shall be held to be a waiver of any other default and breach.

17. NOTICES: Any notice required or permitted to be given under this Agreement or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by certified mail, return receipt requested, postage prepaid to the party who is to receive such notice.

Such notice to CITY shall be mailed to: City of Dalton
ATTN: City Administrator
P.O. Box 1205
Dalton, GA 30722-1205

Such notice to CONSULTANT shall be mailed to: Geo-Hydro Engineers, Inc.
1000 Cobb Place Blvd, Suite 290
Kennesaw, GA 30144

When so mailed, the notice shall be deemed to have been given as of third (3rd) day after the date it was mailed. The addresses may be changed by giving written notice thereof to the other party.

18. CONTRACT DOCUMENTS: The Agreement shall include the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Addenda relating to bidding and proposal requirements, and any other written information provided by the CITY in anticipation of receiving bids or proposals, if any, except as specifically excluded herein, and the CONSULTANT’S bid or proposal. The terms of this Agreement shall supersede any terms in the above-referenced documents in direct conflict with the terms of this Agreement.

Additionally, the Contract Documents and all drawings, plans, specifications and other related construction or service related documents shall be the sole property of the CITY. The CONSULTANT shall be permitted to retain copies thereof for its records and for its future professional services.

Additionally, CITY shall be authorized to rely upon all documents, whether in hard copy or electronic format, provided by CONSULTANT. Any changes to the material terms of any document shall be clearly identified and noted to CITY.

19. VENDOR: CONSULTANT shall register and remain active as a Vendor of the CITY by completing the City of Dalton Vendor Packet and fully comply with any and all requirements of said Vendor during the term of this Agreement.

20. TERMINATION OF CONTRACT: In the event that CONSULTANT defaults or neglects to perform work on the project in accordance with the terms of this Agreement, CITY may terminate this Agreement by providing written notice of termination. Prior to termination of this Agreement for default, CITY shall provide written notice to CONSULTANT of any default and provide CONSULTANT ten (10) days to correct said default or deficiency,

21. MISCELLANEOUS PROVISIONS:

(a) Governing Law; Venue. This Agreement is being executed and delivered in the State of Georgia and shall be construed and enforced in accordance with the laws of that state. The exclusive jurisdiction and venue for any action arising out of this Agreement shall be the Superior Court of Whitfield County Georgia, and the parties hereby waive any and all objections or defenses thereto.

(b) Successors and Assigns. This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties. CONSULTANT shall not assign its rights or obligations under this Agreement without the prior written consent of the CITY.

(c) Severability of Invalid Provisions. If any provision of this Agreement shall be deemed invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

(d) Complete Agreement; Amendments. This Agreement constitutes the entire agreement between the parties hereto; it supersedes all previous understandings and agreements between the parties, if any, and no oral or implied representation or understanding shall vary its terms, and it may not be amended except by written instrument executed by both parties hereto.

(e) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.

(f) Time is of the Essence. Time is of the essence of this Agreement in each and all of its provisions.

(g) Attorney Fees. In the event the CITY must enforce the terms of this Agreement by filing a civil action against CONSULTANT, then CONSULTANT shall pay an amount equal to fifteen percent (15%) of the contract sum as attorney fees.

(h) Confidentiality. All information and documentation regarding the project and the CONSULTANT's services shall be maintained in confidence and shall not be disclosed to any third party by CONSULTANT, without CITY's written authorization, except as may be required by the Georgia Open Records Act. CONSULTANT shall promptly notify CITY of any third party request for said information or documentation prior to any disclosure. CITY agrees that the technical methods, design details, techniques and pricing data contained in any material submitted by CONSULTANT pertaining to this Agreement shall be considered confidential and proprietary, and shall not be disclosed to any third party, except as may be required by the Georgia Open Records Act.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

CONSULTANT:

CONSULTANT:

By: _____

Title: _____

CITY:

CITY OF DALTON, GEORGIA

By: _____
MAYOR

Attest: _____
CITY CLERK

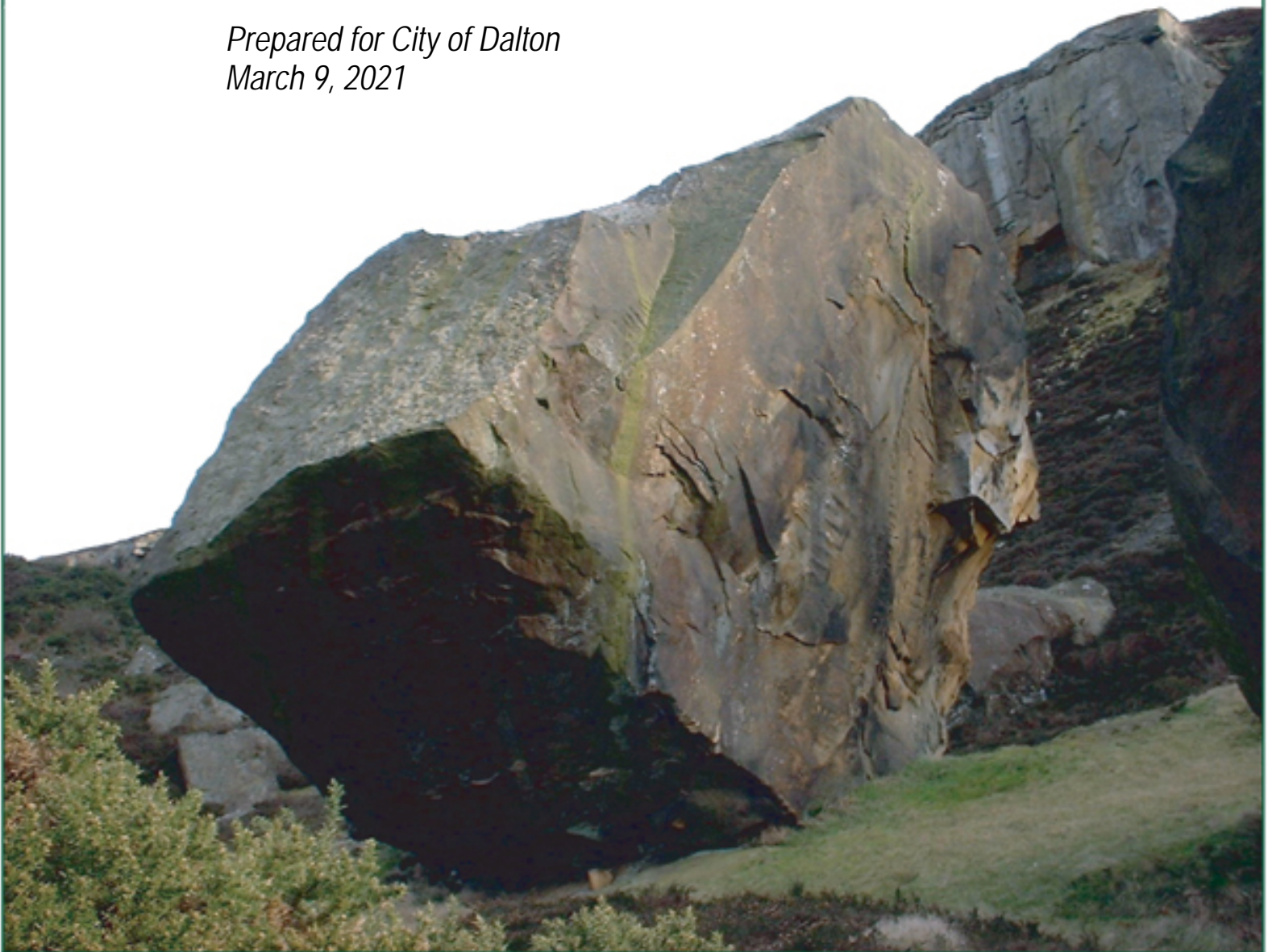
EXHIBIT 'A'



Proposal to Perform Subsurface Exploration
and Geotechnical Engineering Evaluation

**New Aquatic Center
Dalton Mall
Dalton, Georgia
Geo-Hydro Proposal Number 25844.2**

*Prepared for City of Dalton
March 9, 2021*



Mr. P. Andrew Parker, P.E.
Public Works Director
City of Dalton
535 Elm Street
Dalton, Georgia 30722

March 9, 2021

Proposal to Perform Subsurface Exploration
and Geotechnical Engineering Evaluation
New Aquatic Center
Dalton Mall
Dalton, Georgia
Geo-Hydro Proposal Number 25844.2

Dear Mr. Parker:

Geo-Hydro Engineers, Inc. appreciates the opportunity to present this proposal to provide geotechnical engineering services for the above referenced project. Our understanding of the project is based on our review of project documents provided to us via email.

We understand that the City of Dalton is planning to construct a new aquatic center encompassing approximately 50,000 square feet. The new aquatic center will be constructed south of Dalton Mall and west of the AMC Classic Walnut Square cinema. We understand that the City of Dalton is taking ownership of about 8.38 acres of property. The aquatic center will be sited on 4 to 4½ acres near the perimeter mall road. The scope of services outlined in this proposal is intended to address the new aquatic center specifically and generate general information regarding the rest of the property.

We have assumed that the new aquatic center will have a structural steel frame and masonry CMU or metal panel walls. We expect general site grading to involve up to 5 feet of mass excavation and structural fill placement. To facilitate the diving well up to 20 feet of mass excavation may be required.

The site is currently a combination of wooded and grassed areas. The wooded portion of the property is bisected by creeks, and the southwestern portion of the property must be accessed by crossing a creek or entering from a neighboring property. The annotated aerial photograph to the right was provided to us and shows the approximate site limits and current site conditions.



The scope of services provided in this proposal is based on the assumption that a shallow foundation system can be used. If subsurface conditions are encountered which are not suitable for support of a shallow foundation system, additional study may be necessary to provide design recommendations for a deep foundation system (piles, etc.).

An outline of the exploration is provided in the following sections.

SCOPE OF SERVICES

Field and Laboratory Services

1. We will contact Georgia 811 for location of underground utilities. This is required by law. Also, we ask that the current property owner(s) provide any available information regarding the location of all underground utilities in the work areas. Geo-Hydro will not be responsible for damage to unmarked underground utilities. Please see the attached *Underground Utilities Fact Sheet* for more information.
2. We will perform 15 machine-drilled test borings within the project area. We will perform nine test borings within the likely aquatic center footprint extending to a target depth of 30 feet. Six borings will be performed in the remainder of the site extending to a target depth of 20 feet. Final boring locations will be selected in consultation with the project team. Standard penetration testing will be performed in accordance with ASTM D1586 in each boring extending to their target depth or the depth of auger refusal, whichever occurs first. Our lump sum fee allows for a total of 390 feet of soil test boring only.
3. The site is partially wooded. We will engage the services of a loader and operator to clear access trails for our drilling equipment where necessary.
4. If soft or loose subsoils are encountered, we will contact you and advise you regarding the need to perform additional work beyond the scope of the study outlined in these paragraphs. Additional work beyond the scope of this proposal may include extension of the test borings, obtaining thin-walled tube samples, consolidation tests, triaxial modulus tests, or supplemental engineering services. The need for, and the type and quantity of, these services will be dependent on the subsurface conditions. Additional work will not be performed without authorization.
5. We will obtain groundwater readings at the time of the drilling. Where feasible, the borings will be left open overnight to measure a stabilized groundwater level. All of the borings will be backfilled with soil cuttings after the final groundwater check.
6. Samples from the field operation will be physically examined, and a visual classification will be assigned in accordance with the Unified Soil Classification System.
7. Test boring records will be prepared which provide standard penetration resistances, detailed soil descriptions, and groundwater conditions. Significant soil strata will be delineated, and partially weathered rock or auger refusal will be identified where encountered.

Engineering Report

We will prepare an engineering report outlining the results of the exploration. We will present evaluations and recommendations concerning the following: site preparation, general foundation recommendations, groundwater elevations and their effect on the proposed construction, and remedial measures necessary to deal with soft or loose soils if they are encountered. More specifically, the report will present the following major sections:

- 1) Project Information: Our understanding of the proposed construction will be presented.
- 2) Exploratory Procedures: The report will describe the methods of subsurface exploration and laboratory testing.
- 3) Site and Subsurface Description: An overview of site conditions will be presented, general geologic conditions for the site will be discussed, and a detailed discussion of the subsurface soil and groundwater conditions will be presented.
- 4) Evaluations and Recommendations: Based upon the field exploration, laboratory testing, and our experience with similar site and subsoil conditions, we will present recommendations for several geotechnical aspects of the project as follows:
 - Site Preparation: We will present recommendations for methods of site preparation and any remedial measures that may be necessary. These remedial measures may include methods of dewatering the site, densification of soft and loose surficial soils, etc.
 - Groundwater: We will provide recommendations for control of groundwater during construction and on a permanent basis, if necessary.
 - Excavation Characteristics: We will discuss the anticipated methods necessary to achieve excavation of subsurface materials based on the results of the borings.
 - Reuse of Excavated Materials as Structural Fill: We will discuss the suitability of excavated materials for reuse as structural fill based on visual soil classifications.
 - Structural Fill: We will provide recommendations for achieving high density structural fill.
 - Earth Slopes: We will present general recommendations for temporary construction slopes and permanent earth slopes.
 - Earth Pressure: We will provide recommendations for the calculation of design earth pressure on foundation/retaining walls. Recommendations will include equivalent fluid pressures for design purposes.

- Foundation Design: We will provide recommendations for foundation design, including our evaluation of the suitability of shallow foundation support, and the allowable soil bearing pressure for support of shallow foundations. Estimates of settlement will be provided. If an intermediate foundation system (aggregate piers) is necessary, we will provide pertinent recommendations. Development of recommendations for design of a deep foundation system (piles) will likely require supplemental exploration consisting of deeper borings and possibly including rock coring.
 - Seismic Design: Based on the data from the subsurface exploration, we will provide a *Site Class* (International Building Code), mapped spectral response accelerations (S_S , S_1), and design spectral response accelerations (S_{DS} , S_{D1}).
 - Slab-on-Grade Design: We will provide design recommendations for slab-on-grade construction, including a suggested modulus of subgrade reaction.
 - Pavement Design: We will provide recommendations for pavement design based on estimated subgrade CBR values and traffic loading information to be provided by the project team.
 - Construction Materials Testing: We will recommend construction materials testing methods for site preparation, foundation excavations, structural fill, etc.
- 5) Appendix: The Appendix will contain test boring records, a test boring plan, laboratory test results, etc.

SITE SPECIFIC SEISMIC ANALYSIS (OPTIONAL)

As described above, we will provide IBC compliant seismic design parameters based on the subsurface exploration and the mapped spectral response accelerations. Depending on those values and the details of the proposed construction, it may be economically justified to perform more detailed site-specific seismic analysis as described in the following sections.

SHEAR WAVE VELOCITY PROFILE ANALYSIS (SWVPA)

Shear Wave Velocity Profile Analysis (SWVPA) can often yield a more favorable site class than would be obtained from standard penetration test (SPT) data. Based on the results of the soil test borings, we will advise you of the potential for obtaining a more favorable Site Class using SWVPA. If necessary and authorized, Geo-Hydro will use multi-channel analysis of surface waves (MASW) to develop a profile of shear wave velocity for the site to a depth of 100 feet. Geo-Hydro will select the Site Class in accordance with the criteria in the IBC. Shear wave velocity is the preferred parameter for determining the site class in accordance with the IBC.

PROBABILISTIC SEISMIC HAZARD ANALYSIS (PSHA)

PSHA is a method allowed by the International Building Code (IBC) to determine S_S and S_1 values in lieu of using published map values provided in IBC. Quite often the values resulting from PSHA are lower than

the IBC map values. Lower values of S_s and S_1 result in reduced seismic base shear, which can result in structural cost savings.

If authorized, our site specific probabilistic seismic hazard analysis work will include the following:

- We will evaluate the existing seismicity record in the area of the site. We will examine regional geology as it relates to seismic hazard analysis.
- We will perform a probabilistic seismic hazard analysis to estimate the site-specific ground motion response in accordance with IBC 2012 and ASCE 7-10.
- We will report applicable site-specific seismic design parameters based on IBC 2012 including the most recent Georgia Amendments.

SCHEDULE

After receiving notice-to-proceed (NTP), Geo-Hydro will begin work immediately. Field drilling services will commence within 5 to 7 days of NTP and should be completed in 2 to 3 days, barring inclement weather. Preliminary information will be provided as it becomes available. A complete report will be provided within 2 weeks of completing the field work.

COST INFORMATION

Based on the Scope of Services outlined above, we will charge the following fees:

Base Scope Tasks	Lump Sum Fee
Geotechnical Exploration and Report	\$8,850
Seismic Analysis (Based on Borings)	Included
Shear Wave Velocity Profile Analysis (optional)	\$1,000
Probabilistic Seismic Hazard Assessment (optional)	\$1,200

In the event that additional work is required beyond the outlined scope of services, we will notify you prior to commencing with any additional work. A fee for additional work will be negotiated.

We will backfill borings with soil cuttings after completion and clean up the work areas. Our work may result in some rutting of the ground surface or damage to vegetation. Additionally, stabilization of access trails is not included in our scope of services. If landscape repairs or ground stabilization with straw or other erosion control are necessary, we will hire a landscaping or erosion control subcontractor. Landscape repair or stabilization work will be charged at our cost plus 15 percent. No landscape repair or stabilization work will be performed without prior authorization from the City of Dalton.

* * * * *

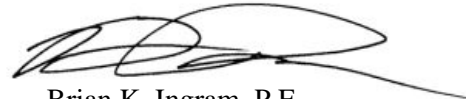
We are pleased to submit this proposal and look forward to working on this project. If you have any questions concerning this proposal or any of our services, please call us.

Sincerely,

GEO-HYDRO ENGINEERS, INC.



A. Marty Peninger, P.E.
Senior Geotechnical Engineer
mpeninger@geohydro.com



Brian K. Ingram, P.E.
Geotechnical Services Director
bingram@geohydro.com

AMP/BKI/25844.2 - New Aquatic Center - City of Dalton - Geotechnical Proposal

Enclosure

Underground Utilities Fact Sheet

Geo-Hydro's work often includes drilling below the ground surface to evaluate subsurface materials. One of our biggest concerns is that we may accidentally encounter underground utilities which may create a safety hazard for our personnel and others or result in a loss of service. Location of underground utilities prior to our work is important to all parties. Unfortunately, location of underground utilities is a difficult task, and accurate location of underground utilities is often not possible.

Geo-Hydro is required by Georgia law to contact the Utilities Protection Center (UPC) prior to drilling. The UPC requires at least 72 hours prior notification. The UPC contacts member utilities, and the member utilities dispatch utility locators. Normally the utility locators will not locate underground utilities on private property, and will only locate utilities from the main service line to the property owner's meter. It is not uncommon for utility locators to improperly locate underground utilities for a variety of reasons.

Geo-Hydro requires that the property owner provide clearly marked locations on the ground of any underground utilities in the work area. If necessary, Geo-Hydro can refer the owner to companies that provide underground utility location services. Alternatively, Geo-Hydro can hire the utility location company and pass this cost through to our client.

Private underground utility location companies do not guarantee that they have located all underground utilities or that underground utilities have been accurately located. In fact, some underground utilities (e.g., irrigation lines, non-metallic lines, etc.) simply cannot be located using non-destructive techniques.

Geo-Hydro will make reasonable efforts to avoid damaging underground utilities that are clearly marked in the field. Due to the uncertainties of locating underground utilities, Geo-Hydro cannot be responsible for damage to unmarked underground utilities. Since Geo-Hydro's work is being performed for the benefit of its client, the client must accept the risk that Geo-Hydro's work could result in damage to underground utilities. As such, it is ordinarily the responsibility of Geo-Hydro's client to accept the responsibility for repairing damage to unmarked underground utilities unless that responsibility has clearly been transferred to another party.