

**THE CITY OF FOREST PARK, GEORGIA**

**PROFESSIONAL SERVICES CONTRACT FOR PEDESTRIAN BRIDGE  
FEASIBILITY STUDY**

**AND INCORPORATED GENERAL CONDITIONS**

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FEASIBILITY STUDY  
AND INCORPORATED GENERAL CONDITIONS**

This Agreement is made by and between the **CITY OF FOREST PARK, GEORGIA**, a municipal corporation of the State of Georgia (the "Owner"), and **KIMLEY-HORN AND ASSOCIATES, INC.**, a foreign corporation authorized to conduct business in the State of Georgia, (the "Engineer"), under seal for a pedestrian bridge feasibility study at Forest Parkway and Main Street (the "Project"). For and in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner and the Engineer hereby agree as follows:

**ARTICLE I**  
**THE CONTRACT AND THE CONTRACT DOCUMENTS**

**1.1 The Contract**

1.1.1 The Contract between the Owner and the Engineer, of which this Agreement is a part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last party to execute it and shall terminate absolutely and without further obligation on the part of the Owner at the close of the calendar year in which it was executed, unless otherwise agreed by the parties in writing.

**1.2 The Contract Documents**

1.2.1 The Contract Documents consist of this Agreement, any and all Exhibits attached hereto, the Specifications, the Drawings, all Change Orders issued hereafter, any other amendments hereto executed by the parties hereafter, together with the following (if any):

Advertisement for Competitive Sealed Bids/Proposals; Instructions to Offerors; Bid/Proposal Form; Bid Bond; Notice of Award; Change Order; Certificate of Substantial Completion; Notice to Proceed.

Documents not enumerated in this Paragraph 1.2 or not otherwise incorporated by reference hereunder are not Contract Documents and do not form part of this Contract.

**1.3 Entire Agreement**

1.3.1 The Contract Documents constitute the entire and exclusive agreement between the Owner and the Engineer with reference to the Project. Specifically, but without limitation, this Contract supersedes any bid documents and all prior written or oral communications, representations and negotiations, if any, between the Owner and Engineer.

## **1.4 No Privity with Others**

1.4.1 Nothing contained in this Contract shall create or be interpreted to create privity or any other contractual agreement between the Owner and any person or entity other than the Engineer.

## **1.5 Intent and Interpretation**

1.5.1 The intent of this Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Engineer for the Contract Price.

1.5.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

1.5.3 When a word, term or phrase is used in this Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

1.5.4 The words "include", "includes", or "including", as used in this Contract, shall be deemed to be followed by the phrase, "without limitation."

1.5.5 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.

1.5.6 Words or terms used as nouns in this Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

## **1.6 Ownership of Contract Documents**

1.6.1 The Contract Documents, and each of them, shall remain the property of the Owner. The Engineer shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided, however, that in no event shall Engineer use, or permit to be used, any or all of such Contract Documents on other projects without the Owner's prior written authorization.

## **1.7 Hierarchy of Contract Documents**

1.7.1 In the event of any conflict, discrepancy, or inconsistency among any of the Contract Documents, the following hierarchy shall control: (a) as between figures given on drawings and the scaled measurements, the figures shall govern; (b) as between large scale drawings and small

scale drawings, the large scale shall govern; (c) as between drawings and specifications, the requirements of the specifications shall govern; (d) as between the Contract for Construction and Incorporated General Conditions and the specifications, the requirements of the Contract for Construction and Incorporated General Conditions shall govern. As set forth hereinabove, any and all conflicts, discrepancies, or inconsistencies shall be immediately reported to the Owner in writing by the Engineer.

## **ARTICLE II** **ENGINEER'S BASIC DUTIES TO THE OWNER**

**2.1** The Engineer shall perform all of the Work required, implied or reasonably inferable from, this Contract.

**2.2** The term "Work" shall mean whatever is done by or required of the Engineer to perform and complete its duties under this Contract, including the furnishing of professional consulting engineering services in connection with the Project. The Work to be performed by Engineer is described herein and in the Scope of Services attached hereto as **Exhibit A**, which is incorporated herein by reference.

**2.3** By executing this Agreement, the Engineer represents to the Owner that the Engineer is professionally qualified to act as the Engineer for the Project; it is licensed to practice engineering by all public entities having jurisdiction over the Engineer and the Project; and shall perform the Work in a diligent, efficient, competent, and skillful manner commensurate with the highest standards of the profession. The Engineer further represents to the Owner that the Engineer will maintain all necessary licenses, permits or other authorizations necessary to act as engineer for the Project until Engineer's remaining duties hereunder have been satisfied. The Engineer further represents and warrants that it will, at all times, observe and comply with all federal, state, local and municipal laws, ordinances, rules, and regulations, relating to the provision of the Work to be provided hereunder or which in any manner affect this Agreement. The Engineer assumes full responsibility to the Owner for the improper acts and omissions of its consultants or others employed or retained by the Engineer in connection with the Project.

**2.4** Execution of this Agreement by the Engineer constitutes a representation that the Engineer has become familiar with the Project site and the local conditions under which the Project is to be implemented.

### **2.5 Schematic Design**

**2.5.1** The Engineer shall be responsible for the professional quality, technical accuracy, and the coordination of interpreting all designs, drawings, specifications, and other services furnished by or on behalf of the Owner pursuant to this Agreement.

**2.5.2** The Engineer shall correct or revise, or cause to be corrected or revised, any errors or deficiencies in the designs, drawings, specifications, and other services furnished for the Project.

The revisions shall be coordinated with the Georgia Department of Transportation and the Owner prior to issuance. The Engineer shall also be responsible for any claim, damage, loss, or expense resulting from the incorrect interpretation of provided designs, drawings, and specifications.

**2.6 Pre-Construction Activities**

2.6.1 The Engineer shall accomplish all of the pre-construction activities in accordance with all local codes and ordinances (where applicable), the applicable guidelines of the American Association of State Highway and Transportation Officials, current edition, hereinafter referred to as “AASHTO”, the GDOT’s Standard Specifications Construction of Roads and Bridges, current edition, Task Order schedules, and applicable guidelines of the Georgia Department of Transportation.

**2.7 Schedule for Completion**

2.7.1 The Engineer shall commence the Work on the date established by a written Notice to Proceed given by the Owner to the Engineer, and the Engineer shall perform its services expeditiously. The Work shall be completed by October 31, 2024.

2.7.2 The Engineer shall prepare a schedule showing milestone completion dates based on completing the Work within the timeframe provided in Subparagraph 2.7.1 (“Schedule for Completion.”) Said schedule, when approved by the Owner, shall not, except for cause, be exceeded by the Engineer. The Schedule for Completion shall be revised by the Engineer to reflect the actual Notice to Proceed date and shall be updated as required throughout the Project duration.

**2.8 Personnel**

2.8.1 The Engineer shall assign only qualified personnel to perform any service concerning the Project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those functions indicated:

| <b>NAME</b> | <b>FUNCTION</b> |
|-------------|-----------------|
|             |                 |
|             |                 |
|             |                 |
|             |                 |
|             |                 |
|             |                 |
|             |                 |

So long as the individuals named above remain actively employed or retained by the Engineer, they shall perform the functions indicated next to their names.

## **2.9 Meetings with Owner**

2.9.1 The Engineer shall coordinate and attend periodic meetings with the Owner regarding the status of the Project. The Engineer shall submit transmittals of all correspondence, telephone conversations, and minutes of project meetings.

### **ARTICLE III** **THE OWNER'S BASIC DUTIES TO THE ENGINEER OTHER THAN** **COMPENSATION**

**3.1** The Owner shall provide the Engineer with adequate information regarding the Owner's requirements for the Project including any desired or required design schedule, or both, and any budgetary requirements.

**3.2** The Owner shall review any documents submitted by the Engineer requiring the Owner's decision and shall render any required decision pertaining thereto.

**3.3** If requested and if available, the Owner shall furnish a legal description and survey of the Project site, including as may be reasonably required, grades and lines of streets, alleys, pavements and adjoining structures, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings and other improvements; and information concerning available service and utility lines above and below grade, including inverts and depths.

**3.4** The Owner's review of any documents prepared by the Engineer, or its consultants shall be solely for the purpose of determining whether such documents are generally consistent with the Owner's construction program and intent. No review of such documents shall relieve the Engineer of its responsibility for the accuracy, adequacy, fitness, suitability, and coordination of its work product.

### **ARTICLE IV** **[Reserved]**

### **ARTICLE V** **COMPENSATION**

## **5.1 The Contract Price**

5.1.1 The Owner shall pay, and the Engineer shall accept, as full and complete payment for the Engineer's timely and full performance of its obligations hereunder, the total lump sum amount set forth in Paragraph 5.1.2. The lump sum amount set forth in Paragraph 5.1.2 shall not be modified except by Change Order(s) as provided in this Agreement.

5.1.2 The total lump sum amount to be paid by the Owner to the Engineer for the Engineer's timely and full performance of its obligations under the Agreement shall not exceed TWO HUNDRED TWENTY-ONE THOUSAND TWO HUNDRED FIFTY-FOUR DOLLARS AND 00/100 CENTS. (\$221,254.00). See **Exhibit B** (Cost Proposal) attached hereto and incorporated by reference herein.

5.1.3 If the Engineer's services are changed materially through no fault of the Engineer, compensation due to the Engineer shall be equitably adjusted, either upward or downward.

## **5.2 Engineer's Invoices**

5.2.1 Not more frequently than monthly, unless otherwise agreed in writing by the Engineer and the Owner, the Engineer shall submit an invoice to the Owner requesting payment for services properly rendered and reimbursement for Reimbursable Expenses due hereunder. The Engineer's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended, and the person(s) rendering such service.

5.2.2 The invoice shall bear the signature of the Engineer, which signature shall constitute the Engineer's representation to the Owner that the services indicated in the invoice have progressed to the level indicated, have been properly and timely performed as required herein, that all obligations of the Engineer covered by prior invoices have been paid in full, and that, to the best of the Engineer's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to the Engineer that payment of any portion thereof should be withheld. Submission of the Engineer's invoice for final payment shall further constitute the Engineer's representation to the Owner that, upon receipt from the Owner of the amount invoiced, all obligations of the Engineer to others, including its consultants, incurred in connection with the Project, will be paid in full.

## **5.3 Time for Payment**

5.3.1 The Owner shall make payment to the Engineer of all sums properly invoiced as provided in Paragraph 5.2, within thirty (30) days of the Owner's receipt thereof.

## **5.4 Owner's Right to Withhold Payment**

5.4.1 In the event that the Owner becomes credibly informed that any representations of the Engineer, provided pursuant to Subparagraph 5.2.2, are wholly or partially inaccurate, the Owner may withhold payment of sums then or in the future otherwise due to the Engineer until the inaccuracy, and the cause thereof, is corrected to the Owner's reasonable satisfaction.

## **5.5 Engineer's Reports and Records**

5.5.1 Every thirty (30) days commencing with the execution of the project, the Engineer shall submit a report which shall include, but not be limited to, a narrative describing actual work

accomplished during the reporting period, a description of problem areas, current and anticipated delaying factors and their impact, explanations of corrective actions taken or planned, and any newly planned activities or changes in sequence (“Narrative Report”). No invoice for payment shall be submitted and no payment whatsoever will be made to the Engineer until the Schedule for Completion, and the completion of Narrative Reports are updated and submitted to the City. In no event shall payment be made more often than once every 30 days.

## **ARTICLE VI** **TERMINATION**

### **6.1 Termination for Cause**

6.1.1 This Agreement may be terminated by either party upon ten (10) days’ written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event the Owner terminates the Engineer for cause pursuant to this Paragraph 6.1.1 and in the event a court of competent jurisdiction subsequently determines the Owner did not have cause to terminate the Engineer, the termination shall be deemed to have been for convenience and the provisions of Paragraph 6.2.1 shall apply.

### **6.2 Termination by the Owner Without Cause**

6.2.1 This Agreement may be terminated by the Owner without cause upon thirty (30) days’ written notice to the Engineer. In the event of such a termination, the Engineer shall be compensated for all services performed prior to termination. In such event, the Engineer shall promptly submit to the Owner its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 5.2.

## **ARTICLE VII** **INSURANCE**

### **7.1 Insurance**

7.1.1 The Engineer will provide minimum insurance coverage and limits as per the following:

1. **Commercial General Liability** (CGL) with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
  - a. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
  - b. CGL coverage shall be written on ISO Occurrence form CG 00 01 0413 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.

- c. CGL coverage shall be issued on an "Occurrence" basis. "Claims Made" coverage is not acceptable.
- d. Defense costs shall be outside of policy limits. Eroding limits coverage is not acceptable.
- e. The CGL coverage shall not be limited by excluding coverage for work performed by subcontractors (CG 22 94, CG 22 95 or equivalent).
- f. Owner and all other parties as required by Owner, shall be included as insureds on the CGL, using combination of ISO Additional Insured Endorsements CG 20 10 04 13 and CG 20 37 04 13, or an endorsement approved by the Owner providing equivalent or broader coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured subcontractor. It shall apply as Primary and Non-Contributing Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured. Therefore, coverage provided the additional insureds shall not require or contemplate contribution by any other policy or policies obtained by, or available to, and additional insured; any other such coverage shall be excess over the coverage to be provided by the subcontractor. The limits of coverage provided to the additional insureds shall be the same as the limits available to the Vendor/Contractor/Subcontractor. Thus, in the event that the coverage obtained by Vendor/Contractor/Subcontractor contains greater limits than the minimum limits required above, the additional insureds shall be entitled to such greater limits, and this Agreement shall be deemed to require such greater limits.
- g. Vendor/Contractor/Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least three (3) years after completion of the work.
- h. The CGL coverage shall not contain any deductible that exceeds \$10,000.00. If the CGL contains a deductible, the Vendor/Contractor/Subcontractor shall be responsible for the deductible amount for any paid claim. However, Owner, at its option, can choose to pay the deductible and recoup such payment from the Subcontractor.

## **2. Automobile Liability**

- a. Business Auto Liability with limits of at least \$1,000,000 combined single limit.
- b. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
- c. Owner, and all other parties required by the Owner, shall be included as insureds on the Business Auto policy. The Business Auto policy shall be primary and non-contributory to any applicable coverage acquired by the Owner, and all required parties.

### **3. Commercial Umbrella**

- a. Umbrella limits must be at least \$2,000,000 with such coverage to include Employers' Liability, General Liability and Automobile Liability, as underlying policies.
- b. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
- c. Umbrella coverage for each additional insureds shall apply as primary and noncontributory basis before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the Employers' Liability coverage maintained by the Vendor/Contractor/Subcontractor.

### **4. Workers Compensation and Employers Liability**

- a. Workers' Compensation Insurance Coverage for all of Vendor/Contractor/Subcontractor's employees at the site of the Project, with statutory required limits.
- b. Employers Liability Insurance limits of at least \$500,000 each accident for bodily injury by accident and \$500,000 each employee for injury by disease and \$500,000 bodily injury by disease policy limit.

### **5. Personal Property**

- a. Vendor/Contractor/Subcontractor shall secure, pay for, and maintain "all risk" Property Insurance necessary for protection against the loss of all capital equipment and tools, including but not limited to: staging towers, forms, scaffolding, hoists, and cranes, that are owned, leased, borrowed or rented by Vendor/Contractor/Subcontractor (or its employees), or by any of its Sub-subcontractors (or their employees).
- b. Owner shall not be liable for any loss or damage whatsoever to Personal Property owned, leased, borrowed or rented by Vendor/Contractor/Subcontractor, as described in sections a) above.

7.1.2 Failure of Engineer/Contractor/Subcontractor to secure such insurance as described in Section 7.1.1, or failure to maintain adequate levels of such, coverage, shall not render the Owner or any of its respective agents and employees legally liable or otherwise responsible for any personal property losses by Vendor/Contractor/Subcontractor

#### **7.1.3 Additional Requirements:**

- a. The Engineer will file with the Owner Certificates of Insurance, certifying the required insurance coverage below and stating that each policy has been endorsed to provide thirty (30) days' notice to the Owner in the event that coverage is cancelled, non-renewed or the types of coverage or limits of liability are reduced below those required.
- b. All bonds and insurance coverage must be placed with an insurance company approved by the Owner, admitted to do business in the State of Georgia, and rated

A-/VIII or better by A.M. Best Company in the latest edition of Property and Casualty Ratings. Worker's Compensation self-insurance for individual Contractors must be approved by the Worker's Compensation Board, State of Georgia and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia.

- c. Engineer/Contractor/Subcontractor and Engineer/Contractor/Subcontractor's insurers hereby shall waive all rights against Owner and Architect and their agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by any commercial general liability, commercial umbrella liability, business auto liability or workers compensation, employer's liability insurance.
- d. Attached to each certificate of insurance shall be copy of Additional Insured Endorsements that are part of the Engineer/Contractor/Subcontractor's Commercial General Liability, Auto Liability and Umbrella Policy.
- e. Acceptance of said certificate will not be deemed to be a waiver of the requirements of this Agreement.
- f. The foregoing provisions relative to insurance shall in no way limit or fix the liability of Engineer/Contractor/ Subcontractor to Owner, or any other person or entity in respect of any act or omission of Vendor/Contractor/Subcontractor or any breach by Vendor/Contractor/Subcontractor of any obligations or duties owing under this Agreement or otherwise imposed by law.
- g. Additional Insureds under this Agreement shall be listed as Safeway Group, Inc. and Owner.

**ARTICLE VIII**  
**MISCELLANEOUS PROVISIONS**

**8.1 Governing Law**

8.1.1 This Agreement shall be governed by the law of the State of Georgia, exclusive of its choice of law provisions. In the event of any litigation arising from this Contract, venue shall be in any court of competent jurisdiction of the County of Clayton, Georgia.

**8.2 Time is of the Essence**

8.2.1 Time limitations contained herein, or provided for hereby, are of the essence of this Agreement.

**8.3 Successors and Assigns**

8.3.1 The Engineer shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the Owner. Subject to the provisions of the immediately preceding sentence, the Owner and the Engineer, respectively, bind

themselves, their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

#### **8.4 No Third-Party Beneficiaries**

8.4.1 Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

#### **8.5 Indemnification**

The Engineer shall, and hereby expressly agrees, to hold harmless and indemnify the City of Forest Park, all its officers, elected officials, employees, agents, and representatives, against all losses, including costs and expenses, claims, actions, judgments, and all liability for injuries to persons, including wrongful death, damage to property, or both, by any person or entity against the City of Forest Park arising out of or by virtue of the performance of this Agreement. Where such injury or damage is related to or arises out of any mistakes or defect in service delivery or to the actions or negligence of the Engineer, Engineer's employees, subcontractors, or agents of the Engineer. This indemnity includes any claims or amount arising out of or recovered under the Worker's Compensation laws of the State of Georgia or arising out of failure of the Engineer to conform to any federal, state, or local law statute, ordinance, rule, or court decree. Indemnification of the City of Forest Park shall include, but not necessarily be limited to, any expenses, including attorney fees and court costs incurred by the City of Forest Park in defense of any claim or as a result of any breach by the Engineer of this Agreement.

#### **8.6 Severability**

8.6.1 If any provision of this Contract shall be deemed invalid or unenforceable by a court of competent jurisdiction, such provision shall be modified to the extent necessary to cure such invalidity or unenforceability; provided, however, if such modification is not possible without creating a material conflict with another provision of this Contract, such invalid or unenforceable provision shall be deemed stricken from this Contract.

#### **8.7 Amendment and Waiver**

8.7.1 This Contract may not be amended, modified or waived except by a writing signed by an authorized representative of each part. No waiver of or any failure or omission to enforce any of the provisions hereof by the Owner shall be construed to be a waiver of the Owner to enforce any such provisions or any other provision(s) of this Contract.

#### **8.8 Notice**

8.8.1 Where a party is required or permitted to give notice to the other pursuant to this Contract, such notice is deemed given: (i) when delivered in hand; (ii) three (3) days after it

is mailed by registered or certified United States mail, return receipt requested, postage prepaid to the address listed below; or (iii) one (1) day after it is sent by courier or facsimile transmission if receipt is verified by the receiving party and such notice is addressed to the Party to receive such notice. Any notice required to be given by or on behalf of either party to the other shall be sent to the address specified below, or as such other address as may be specified, from time to time, by notice in the manner herein set forth.

**If to the Owner/City:**

City Manager  
City of Forest Park  
745 Forest Parkway  
Forest Park, Georgia 30297

With copies to:

City Attorney  
Denmark Ashby, LLC  
100 Hartsfield Centre Pkwy, Suite 400  
Atlanta, Georgia 30354

**If to the Engineer:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**8.9 Participation in Federal Work Authorization Program**

8.9.1 The Contractor shall participate in the federal work authorization program throughout the contract period, as provided in O.C.G.A. §13-10-91. The Contractor shall be required to, at the time of the contract, provide a signed, notarized affidavit, attesting that it has registered with, is authorized to use, and uses the federal work authorization program; it will continue to use the federal work authorization program throughout the contract period; and it will contract for the physical performance of services in satisfaction of such contract only with Subcontractors who present an affidavit containing the above information. Further, to the extent that a Subcontractor is utilized, the Subcontractor's federal work authorization program user identification number and the date of authorization shall be included in the affidavit. Said affidavit shall be attached hereto and incorporated by reference herein as **Exhibit C**.

**8.10 Counterparts**

8.10.1 This Agreement may be executed in multiple counterparts, each of which shall constitute the original, but all of which taken together shall constitute one and the same Agreement. PDF signatures shall constitute original signatures.

**8.11 Captions**

8.11.1 The captions appearing herein are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any clause or provision hereof.

## **8.12 Interpretation**

8.12.1 The Parties acknowledge that this Agreement and all the terms and conditions herein have been fully reviewed and negotiated by the Parties. Having acknowledged the foregoing, the Parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement.

## **8.13 Use and Ownership of Documents**

8.13.1 The drawings, specifications and other documents or things prepared by the Engineer for the Project shall become and be the sole property of the Owner. The Engineer shall be permitted to retain copies thereof for its records and for its future professional endeavors. Such drawings, specifications and other documents or things are not intended by the Engineer for use on other projects by the Owner or others.

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]

**IN WITNESS WHEREOF**, this Contract has been signed and delivered by a duly authorized representative of each party as of the last date indicated below.

**CITY OF FOREST PARK, GEORGIA**

**KIMLEY-HORN AND ASSOCIATES, INC.**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name and Title)

\_\_\_\_\_  
(Printed Name and Title)

\_\_\_\_\_  
(Date of Execution)

\_\_\_\_\_  
(Date of Execution)

Attest: \_\_\_\_\_  
(SEAL)

Attest: \_\_\_\_\_  
(SEAL)

## **EXHIBIT A** **SCOPE OF WORK**

### **Overview**

The study is a planning effort led by the City of Forest Park with Regional Transportation Planning Study (RTPS) funding from the Atlanta Regional Commission (ARC) and matching funds from the City of Forest Park. Funding is provided to local governments for transportation plans, corridor studies and feasibility studies that support the goals and objectives of the Atlanta Region's Plan. The purpose of these studies is to develop project concepts that improve safety, mobility, connectivity, and access to all roadway users, while also preparing them for advancement into scoping and/or Preliminary Engineering (PE) phases (in future Transportation Improvement Program (TIP) project solicitations).

**The study must be completed by October 31, 2024.**

### **Project Objectives**

The Forest Park and Main Street Pedestrian Bridge Feasibility Study will have the following objectives:

1. Develop a feasibility study and concept plan to facilitate the construction of a pedestrian bridge that will connect Starr Park and the proposed City Center-City Hall Complex to the Downtown Main Street District. The bridge will provide better connectivity in the city, and access to the city's amenities (Starr Park, City Center-City Hall Complex, and the Recreation Center), as well as other government facilities. The railroad impedes connectivity in the city, SR 331/Forest Parkway is a multi-lane highway and pedestrians compete with automobile traffic and trains. A pedestrian overpass bridge will provide safer crossing over the railroad tracks and Forest Parkway.
2. Assess potential design constraints, right-of-way, utility and environmental impacts and determine mitigation or avoidance strategies.
3. Develop implementation plan with schedule, funding sources and project cost estimates.
4. Achieve local stakeholders support and input from affected agencies (i.e.: ARC, GDOT District Office 7, and Norfolk Southern Railroad).
5. Provide data on best location for bridge landings, span of bridge, examine the multi-land state route and railroad tract, the height of bridge for safe passage of the train under the bridge, and coordination with GDOT and the railroad for any right-of-way acquisition, utility relocation, intersection improvement, and the feasibility to move forward with the project including estimated construction costs.

### **Task 1. Project Management, Public Involvement and Agency Coordination**

1. The City shall establish a Project Management Team (PMT) that includes representatives from the City, the consultant, and ARC. This team shall meet monthly to discuss progress and overall planning efforts.
2. The consultant will develop a Project Management Plan (PMP) which will be approved by the PMT. The PMP will identify approaches for communication, coordination, Quality

Assurance/Quality Control (QA/QC), and schedule management meetings after kick-off meeting.

3. The Consultant will develop a Stakeholder and Public Engagement Strategy (SPE) and schedule to be approved by the PMT.
4. The city and consultant will seek input and comments from major stakeholders. Stakeholders will include, at a minimum, representatives from City of Forest Park, ARC, GDOT District 7 Office, Norfolk Southern Railroad, and adjacent property owners and residents. A variety of techniques may be used to engage these stakeholders, such as in-person meetings, conference calls, focus groups, or stakeholder interviews.
5. The city or consultant will conduct a minimum of three public involvement meetings, events, or opportunities. These may be virtual if in-person gatherings are not deemed safe. Engagement with the public should educate about design alternatives and potential impacts, as well as seeking input and consensus on preferred concepts, typical sections, or improvements. A variety of in-person and virtual tools and approaches should be used, including social media, surveys, and hosting outreach activities in the study area if possible.
6. Project information will be uploaded to a project website to provide basic project information to the public, and shall include project materials, meeting summaries, and design alternatives being considered, and shall provide the opportunity to leave feedback. Project information and opportunities for input should also be shared on social media.

#### **Deliverables:**

- 1. Kick-off meeting and meeting summary**
- 2. Project Management Plan**
- 3. PMT meeting minutes**
- 4. Stakeholder and Public Engagement Strategy**
- 5. Project website and communication materials**
- 6. Public engagement meetings and activities summary**

#### **Task 2: Existing Conditions & Technical Analysis**

Conduct a thorough assessment of environmental and right-of-way needs and impacts for the construction of a pedestrian bridge. Review and assess previous plans and existing conditions in the study area. Tasks include:

1. Review an assessment of available base data, GIS information, property plats, relevant plans and studies, engineering design plans for planned or programmed transportation projects in the study area, current land use, zoning or policies that impact the study area, and developments underway, permitted or programmed in the study area.
2. Conduct environmental analysis and survey to determine potential impacts, and the need for avoidance or mitigation, as related to cultural and historic resources, MS4 permits, floodplains, wetlands, stream buffer, erosion, existence of underground storage tanks, threatened and endangered species, and other resources covered by NEPA.
3. Research Right-of-Way (ROW) information to determine number of parcels, easement, property owners, and other impacts, and estimated costs for acquisitions including easements.
4. Identify pre-existing utilities that could be impacted by any of the concepts identified.
5. Evaluate the possibility of placing existing utilities underground.

**Deliverables:**

**1. Existing Conditions Analysis Document**

**Task 3: Alternative Analysis & Concept Plan Development**

Prepare a concept layout, typical sections, and alternate concepts for pedestrian facilities and the proposed bridge project based on the existing conditions, technical analysis, and public involvement. Specific elements shall include:

1. Evaluation of the relative feasibility and constructability of alternative pedestrian pathways over Forest Parkway/SR 331 and the Norfolk Southern Railroad.
2. Include cost benefits of each alternative and document decision making process for determining preferred alternative.
3. Evaluation of innovation stormwater management alternatives and minimization of environmental impacts. Concepts should also be consistent with ARC's and GDOT's Complete Streets and other design policies and incorporate FHWA's Proven Safety Countermeasures where appropriate.
4. Prepare a GDOT Concept Report for the preferred concept, which includes analysis of potential environmental impacts, ROW (temporary and permanent) and utility relocation cost estimates (Including railroads), and a concept layout and typical sections. Seek preliminary review and comments of concept report from appropriate GDOT staff.
5. Prepare an implementation schedule that identifies the logical phases of implementation, potential funding or implementation partners, responsibilities, cost estimates, timeline, and potential sources of funding for each phase.

**Deliverables:**

**1. Concept Plan**

**Task 4: Prepare Project Deliverables**

The following shall be developed and submitted to the City of Forest Park and ARC in the format indicated below.

**Deliverables:**

1. Forest Parkway & Main Street Pedestrian Bridge Feasibility Study (City of Forest Park) Summary Document: Prepare a document summarizing the goals of the project, methodology, public involvement process and input obtained, existing conditions, technical analysis findings and cost estimates. Include concept layout and typical sections for any preferred alternatives.
2. Completed GDOT Concept Report Form, including appendices (ex: traffic and safety data, environmental surveys, etc.).

**Formats:**

1. Single combined PDF of the final study summary report, including attachments or appendices, concept layouts, and typical sections.
2. PDF of the completed GDOT Concept Report, including appendices.

3. All electronic files in their original formats (Ex: MS Word, Excel, InDesign, etc.) with supporting graphics, CAD, and GIS shape files.

In addition, a formal presentation of the completed study and recommended solutions shall be presented to the City Council and City Staff.

**Note:** This is a feasibility study and generally GDOT does not have the resources to review concept reports for projects that do not have committed federal funds in the TIP. The purpose of this deliverable is to be able to complete an ARC funding application and be positioned to submit a concept report to GDOT immediately if/when the project receives federal funding.

**EXHIBIT B**  
**COST PROPOSAL**

CITY OF FOREST PARK

FOREST PARKWAY & MAIN STREET PEDESTRIAN BRIDGE FEASIBILITY STUDY

**COST PROPOSAL**

|  |   |
|--|---|
| <b>TASK 1:</b> Project Management, Community Engagement, and Agency Coordination | <b>\$130,125</b><br><i>(includes subconsultant total amount - \$55,000)</i> |
| <b>TASK 2:</b> Existing Conditions and Technical Analysis                        | <b>\$45,109</b>   |
| <b>TASK 3 AND 4:</b> Alternative Analysis and Concept Plan Development           | <b>\$46,020</b>   |
| <b>TOTAL</b>   | <b>\$221,254</b>  |

**EXHIBIT C**  
**E-VERIFY AFFIDAVIT**

[attached]