The leaders and staff of the City of Duluth are dedicated to ensuring that Duluth is:
an Attractive Destination, a Quality Community, a World Class Government,
and promotes a Sustainable Economic Environment.

6:00 P.M. - CALL TO ORDER

Mayor Harris

I. ANNOUNCEMENTS

1. AGENDA CHANGES (IF NECESSARY)

2. UPCOMING EVENTS

Due to the COVID-19 outbreak, all City of Duluth events through July 10 are either postponed or cancelled. Please visit www.duluthga.net/events for updated information.

II. CONSENT AGENDA

1. APPROVAL OF APRIL 27, 2020 MINUTES

III. NEW BUSINESS

1. AWARD OF BID – ROGERS BRIDGE CONSTRUCTION

As discussed at the meeting on April 27, 2020, five bids were received and reviewed for the Rogers Bridge Project. At that time, the lowest responsible bid was revealed as $6,288,888.00 from the Astra Group. Also discussed at that time, was a budget shortfall over a million dollars. The shortfall has been filled with two grants. The first is from the Atlanta Regional Commission for approximately $652,000, and the second is from...
the Georgia Department of Transportation (GDOT) for $377,000. This combines to $1,029,000. Along with our original grants and local matches, the project is now funded for construction and ready to go. No additional local match is required at this time.

Per the federal process, Council must approve the apparent low bidder and document their intent to award the construction of this project to that bidder. The Mayor will then sign a letter stating that confirmation and intent to award, and staff will send the letter along with other bid items to GDOT for their review and confirmation. GDOT will then enter into a contract with the City, and once that is complete, the City can enter into a contract with the low bidder.

Staff requests Council approve the low bid and express intent to award contract to the Astra Group in the amount of $6,288,888. This amount is now covered in the overall budget and eligible for federal reimbursement. The Cost to Duluth will be approximately $315,000.

2. ROGERS BRIDGE – CONSTRUCTION ENGINEERING & INSPECTION CONTRACT

As the Rogers Bridge project is federally, state, and locally funded, the construction requires formal and specialized construction engineering and inspection (CE&I) services. Through a qualification based selection process held in September/October of 2019, the City solicited and evaluated qualification packages through a two-step process (qualification package and interviews). The highest-ranking firm was KCI Technologies (KCI). Staff negotiated a scope of work and a and fee with KCI from November through January, in anticipation of an April letting for the bridge. At this time, staff recommends awarding and contracting with KCI in the amount of $400,000. This contract amount is included in the overall budget for the construction of the bridge, and is eligible for 80% federal reimbursement, with the local match shared between the four fiscal partners (Duluth, Johns Creek, Gwinnett County, and Fulton County). The net cost to Duluth would be $20,000.

3. ROGERS BRIDGE - CONSTRUCTION ADMINISTRATION FOR DESIGN TEAM

As the Rogers Bridge project requires the construction of a bridge using fabricated sections as well as the installation of a major water line, it is required we retain the services of the original design team throughout the construction process, to oversee critical elements of bridge and water line construction, review fabrication details, respond to requests for information from the contractor, and review shop drawings related to structural elements. Staff negotiated a scope of work and a fee with the original design team while simultaneously negotiating the separate construction engineering & inspection (CE&I) contract with others, so as not to duplicate efforts (or cost to the project) in the field. At this time, staff requests contracting with Development Planning & Engineering (DPE) in the amount of $118,000. This contract amount is included in the overall budget for the construction of the bridge, and is eligible for 80% federal reimbursement, with the local match shared between the four fiscal partners (Duluth, Johns Creek, Gwinnett County, and Fulton County). The net cost to Duluth would be $5,900.

IV. MATTERS FROM DEPT HEADS/CITY ATTORNEY

1. EVENTS UPDATE

All events prior to July 16 have been cancelled. Staff will update council on event cancellations and future events status.

V. MATTERS FROM CITIZENS

VI. MATTERS FROM COUNCIL
VII.    MATTERS FROM CITY MANAGER

VIII.   ADJOURNMENT

   The next scheduled meeting of the Mayor and Council is a Council meeting on June 8, 2020 at 5:30 p.m.
   TO BE HELD AT THE RED CLAY THEATRE.
PRESENT: Mayor Harris, Council members Bomar, Jones, Kelkenberg and Whitlock, City Manager, Department Directors, City Attorney

Mayor Harris called the meeting to order at 5:30 p.m.

I. ANNOUNCEMENTS

Mayor Harris announced that item 3 “Events Update” would be removed from the agenda.

II. CONSENT AGENDA

1. APPROVAL OF APRIL 13, 2020 MINUTES

A motion was made by Councilmember Bomar, seconded by Councilmember Kelkenberg, to approve the Consent Agenda as presented.

Those voting for: Council members Bomar, Jones, Kelkenberg and Whitlock

Motion carried.

III. NEW BUSINESS

1. ORDINANCE TO AMEND THE DULUTH CODE – SEC 2-27 - COMPENSATION

The Mayor and Council considered an ordinance to amend the Duluth Code. At the April 13 meeting, Councilmember Jones asked that an ordinance be drafted that would allow the Mayor and Council to decline salary and/or per meeting compensation. Currently, each member of Council and the Mayor must elect to receive or decline compensation at the beginning of their initial term.

The proposed ordinance would allow the Council and Mayor to elect to receive or decline compensation at the beginning of the fiscal year and make changes quarterly thereafter.

Councilmember Jones said his intent was for unification to make this election as a group, not as individual members, due to the recent financial climate and revenue concerns.

Councilmember Whitlock expressed concern that this could cause political tension if some elected to forego compensation and some did not.
City Attorney Pereira said that an ordinance is already in place that allows for individual election, which would need to be changed if that is the will of Council.

Councilmember Kelkenberg asked that “and/or” be added to line 4 for consistency.

A motion was made by Councilmember Jones, seconded by Councilmember Whitlock, to approve ordinance O2020-12 to amend the Duluth Code with a modification to add “and/or” in line 4.

Those voting for: Council members Bomar, Jones, Kelkenberg and Whitlock
Motion carried.

IV. MATTERS FROM DEPT HEADS/CITY ATTORNEY

1. FY20 YEAR END FINANCIAL FORECAST  
Based on the current economic conditions, Finance Manager Ken Sakmar gave a presentation to update the Mayor and Council on the City’s current financial condition and provided a forecast for the June 30 year-end figures.  
Most of the FY20 revenues have already been attained, however, the deficit as predicted does not take into account any reductions in expenditures yet. Based on several factors, the projected amounts could actually be somewhat lower than the initial shortage (reserve funding requirement) as approved through the FY20 budget process.

Councilmember Jones asked if any large purchases for FY20 have been deferred, and Mr. Sakmar said they had not. Staff will review again and let Council know. City Manager James Riker noted that several larger items for the FY21 proposed budget have been removed for next year, but a list of those could be kept for Council’s consideration.

Staff will provide monthly updates; some of the other anticipated revenue shortfalls may not be as large as previously expected either, due to some of the new Planning Department construction permits and other various revenue sources.

2. ROGERS BRIDGE UPDATE  
City Engineer Margie Pozin updated the Mayor and Council on the bids received for the Rogers Bridge Project, the next steps, and the timeline to start construction. The apparent low bid came in at 6,288,888. There are added costs for utility relocation, CE&I and contingency funding, leaving an overall project shortfall.

As the bridge restoration is a joint project with several funding sources, Ms. Pozin contacted the Atlanta Regional Commission (ARC) who has agreed to approximately $600k additional. She asked for authorization to contact Georgia Dept. of Transportation (GDOT) as well in order to close the gap on available funding. She discussed the next steps and opportunity for value engineering options once the bid has been awarded.

If GDOT does not agree to increase their match, the Intergovernmental Agreement says that the City of Duluth and Fulton, Gwinnett and Johns Creek would split any overage costs. City Manager James Riker noted that Duluth’s portion of the funding from SPLOST is already programmed. Ms. Pozin reiterated that she has been working to minimize the local match as much as possible.

If Council is comfortable the funding could be attained, she would ask for approval of the low bidder on May Council agenda, with actual construction activity commencing sometime after Thanksgiving.
3. EVENTS UPDATE  *(removed from agenda)*

V. MATTERS FROM CITY MANAGER

Mr. Riker reported that Staff is working to prepare for the reopening of Court, City Hall, and Public Works dumpsters on or around May 14. For Parks and Recreation, there is no programming for May. The City will coordinate with Gwinnett County for opening dates of playgrounds, tennis courts, etc. which also affects public restrooms. If the Governor extends any of the closing dates, the cities will follow suit.

Mr. Riker also noted that to be successful, we must not only source cleaning supplies to reopen, but also be able to sustain the supply for extended cleaning protocols for as long as necessary.

VI. ADJOURNMENT

A motion was made by Councilmember Bomar, seconded by Councilmember Jones, to adjourn at 6:15 pm.

Those voting for: Council members Bomar, Jones, Kelkenberg and Whitlock

Motion carried.

*The next scheduled meetings of the Mayor and Council are budget sessions for May 6 and 7, 2020 at 5:30 p.m.*
CONSULTANT CONTRACT – MASTER SERVICES AGREEMENT
RFQ CP19-005
CONSTRUCTION ENGINEERING & INSPECTION AND MATERIALS TESTING FOR CONSTRUCTION OF
ROGERS BRIDGE PROJECT OVER THE CHATTahooCHEE RIVER

This CONTRACT made and entered into this _______ day of _____________, 2020 by and between City of Duluth, Georgia, a duly chartered municipal corporation (Party of the First Part, hereinafter called the City), and KCI Technologies, (Party of the Second Part, hereinafter called the Consultant).

NOW THEREFORE, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

1. TERM:
This contract shall commence June 1, 2020, and shall run for a period of one year. The contract shall automatically renew for four additional one year terms for a maximum five year period unless either party provides written notice of the intent not to renew not less than sixty days prior to the expiration date. The services to be performed under this Contract shall commence upon the City's official written Notice to Proceed for Task Order One. Each subsequent Task Order will have a separate Notice to Proceed. If work is not complete by May 31, 2025, the City may elect to extend the contract as needed to complete the necessary work.

2. ATTACHMENTS:
Copies of the Consultant's qualification package and scope and fee proposal, including all drawings, specifications, price lists, Instructions to Bidders, General Conditions, Special Provisions, and Detailed Specifications submitted to the City during the Proposal process (hereinafter collectively referred to as the "Proposal") are attached hereto (Exhibit A) and are specifically incorporated herein by reference. In the event of a conflict between the City's contract documents and the Proposal, the City's contract documents shall control.

3. PERFORMANCE AND STANDARD OF CARE:
Consultant agrees to furnish all skill and labor of every description necessary to carry out and complete in good, firm and substantial, workmanlike manner, the work specified, in conformity with the Request for Qualification issued by the City and attached hereto as part of Exhibit A and incorporated fully herein. In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

4. PRICE:
Each task order resulting from this master services agreement will be negotiated separately, based on its scope and requirements. Task Order One, included in Exhibit A, has a negotiated value of $400,000. Each task order will be a cost plus fixed fee with a maximum budget. In no case shall the total contract value of all task orders combined exceed the amount available to the City from its budgeted funds. As full compensation for the performance of this Contract, the City shall pay the Consultant for the actual quantity of work performed up to the maximum budget per task order. The fees for the work to be performed under this Contract shall be charged to the City in accordance with each negotiated task order. The City agrees to pay the Consultant following receipt by the City of a detailed invoice, reflecting the actual work performed by the Consultant.

5. COMPLIANCE WITH IMMIGRATION LAWS AND REGULATIONS:
5.1 The Contractor shall be responsible for complying with the Georgia Security and Immigration Compliance Act of 2006 (O.C.G.A. §§ 13-10-90 & 13-10-91) and the Rules of the Georgia Department of Labor implementing the Georgia Security and Immigration Compliance Act of 2006 (Rules 300-10-1-.01 through 300-10-1-.09). In accord with these provisions the Contractor shall complete attached Exhibits B and C.

5.2 The Contractor affirms and agrees that it is currently registered and participates in the federal work authorization program to verify information of all new employees pursuant to O.C.G.A. § 13-10-91(b).

5.3 The Contractor affirms and agrees that any and all subcontractors that it will use on the above-described project are registered and participate in the federal work authorization program to verify information of all new employees.
5.4 Pursuant to O.C.G.A. § 50-36-1, Consultant has provided information regarding citizenship status as part of their original qualification package, which is included in Exhibit A.

5.5 The failure to abide by the provisions and agreements set forth in Subsection 5 shall constitute a breach and default of this contract.

6. **INDEMNIFICATION**
   The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable.

7. **INSURANCE REQUIREMENTS:**
   Consultant shall maintain the following insurance, as applicable:

   i. Workers' Compensation & Employer's Liability Insurance. Workers' Compensation Insurance in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes. Employer's Liability Insurance, with limits of liability of not less than $1,000,000 per accident for bodily injury or disease.

   ii. Commercial General Liability Insurance, including contractual liability insurance, products and completed operations, personal injury, bodily injury, property damage and advertising injury, and any other type of liability for which this Contract applies with limits of liability of not less than $1,000,000 each occurrence/ $2,000,000 policy aggregate for personal injury, bodily injury, and property damage. Commercial General Liability Insurance shall be written on an "occurrence" form. Insurance shall not contain Exclusion- Explosion, Collapse and Underground Property Damage.

   iii. Automobile Liability Insurance with limits of liability of not less than $1,000,000 per accident for bodily injury and property damage. Insurance shall include all owned, non-owned and hired vehicle liability.

   iv. Umbrella Insurance with limits of liability in excess of Employer's Liability Insurance, Commercial General Liability Insurance, and Automobile Liability Insurance in the amount of not less than $3,000,000.

   v. Contractors' Pollution Legal Liability Insurance and/or Asbestos Legal Liability Insurance if applicable to the work to be performed with limits not less than $2,000,000 per occurrence or claim/ $2,000,000 policy aggregate. Insurance policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors' Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

   vi. Professional (Errors and Omissions) Liability Insurance- Insurance appropriate to the Consultant's profession with limits of liability of not less than $3,000,000 per occurrence or claim / $3,000,000 policy aggregate. The policy shall be amended to include independent contractors providing professional services on behalf of or at the direction of the Consultant. The definition of Contractual Liability shall be amended to state that liability under a contract of professional services is covered. The Consultant shall ensure that coverage under this policy continues for a period of thirty-six (36) months after completion of services.

   vii. Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work contemplated under this agreement.

All insurance shall be provided by an insurer(s) acceptable to City, and shall provide for thirty (30) days prior notice of cancellation to City. Consultant shall deliver to City a certificate or policy of insurance evidencing Consultant's compliance with this section upon contract execution. All certificates of insurance shall name the City of Duluth, the City of Johns Creek, Fulton County and Gwinnett County as "additional insured".

No task orders will be issued to Consultant without receipt by City of proper proof of insurance. Consultant shall abide by all terms and conditions of the insurance and shall do nothing to impair or invalidate the coverage.
8. SUBCONSULTANTS:
As a condition precedent to Consultant contracting with any Subconsultant, Consultant shall obtain written consent by City of the Subconsultant. Further, Consultant shall bind Subconsultant to the same terms of this Agreement that Consultant is bound, to extent such would apply to their scope of services. Prior to Subconsultant’s notice to proceed, they shall be required to deliver the same required insurance certificates to Consultant, as is required for Consultant to provide City, with the exception that their Professional Liability limits shall be reduced to $1,000,000 per claim.

9. TERMINATION FOR CAUSE:
The City may terminate this Contract for cause upon ten (10) days prior written notice to the Consultant of the Consultant’s default in the performance of any term of this Contract. Such termination shall be without prejudice to any of the City’s rights or remedies provided by law.

10. TERMINATION FOR CONVENIENCE:
The City may terminate this Contract for its convenience upon 30 days written notice to the Consultant. In the event of the City’s termination of this Contract for convenience, the Consultant will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Consultant, which shall itemize each element of performance.

11. CONTRACT NOT TO DISCRIMINATE:
During the performance of this Contract, the Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or disability, which does not preclude the applicant or employee from performing the essential functions of the position. The Consultant will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each subconsultant, providing that the foregoing provisions shall not apply to contracts or subconsultants for standard commercial supplies of raw materials.

12. COMPLIANCE WITH LAWS AND SAFETY REGULATIONS:
Consultant’s tasks under this contract will require work to be completed in an active construction site. All work, labor, safety rules, services and materials to be furnished by Consultant must strictly comply with all applicable federal, state and local laws, rules, regulations, statutes, ordinances and directives (hereinafter “Laws”) now in force or hereafter in effect. All work, labor, services or materials necessary to comply with said laws will be furnished by the Consultant as part of this Contract without any additional compensation.

Consultant agrees to comply with the Drug Free Work Place Act.

13. ASSIGNMENT:
The Consultant shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the City in writing.

14. WAIVER:
A waiver by either party of any breach of any provision, term, covenant, or condition of this Contract shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

15. SEVERABILITY:
The parties agree that each of the provisions included in this Contract is separate, distinct and severable from the other and remaining provisions of this Contract, and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.
16. GOVERNING LAW:
   The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in Gwinnett County, Georgia and venue for any litigation arising out of this contract shall be in the Gwinnett County Superior Court.

17. MERGER CLAUSE:
   The parties agree that the terms of this Contract include the entire Contract between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Contract.

   (Signatures Next Page)
CITY OF DULUTH, GEORGIA
RFQ CP19-005

GWINNETT COUNTY, GEORGIA

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this CONTRACT to be signed, sealed and delivered.

CITY OF DULUTH, GEORGIA

By: ____________________________________________
Nancy Harris, Mayor

ATTEST:

_______________________________________________
Signature and stamp of Notary Public

CONSULTANT: KCI Technologies

BY: ____________________________________________
Signature
Larry Gregory
Print Name
Vice President
Title

ATTEST:

_______________________________________________
Signature
BAYNE E. SMITH
Print Name
Corporate Secretary

(Seal)
EXHIBIT “A”

CITY’S REQUEST FOR QUALIFICATION (RFQ)
CONSULTANT’S QUALIFICATION PACKAGE
CONSULTANT’S SCOPE & FEE PROPOSAL
EXHIBIT “B”

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.G.C.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Duluth has registered with and is participating in the Employment Eligibility Verification (EEV)/Basic Pilot Program, or E-Verify, in accordance with the applicability provisions and deadlines established in O.G.C.A. § 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the City of Duluth, contractor will secure from such subcontractor(s) similar verification of compliance with O.G.C.A. § 13-10-91 via sworn affidavit attesting to compliance. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Duluth at the time the subcontractor(s) is retained to perform such service.

EEV/Basic Pilot Program User Identification Number

Sworn to and subscribed before me this 2nd day of April, 2020.

Notary Public

My Commission Expires: 7/22/23

Printed Name

Title of Officer or Agent
EXHIBIT “C”

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.G.C.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract with ___________ on behalf of the City of Duluth has registered with and is participating in the Employment Eligibility Verification (EEV)/Basic Pilot Program, or E-Verify, in accordance with the applicability provisions and deadlines established in O.G.C.A. § 13-10-91.

137612

EEV/Basic Pilot Program User Identification Number

Sworn to and subscribed
before me this ___ day
of __________, 2020.

[Signature]
Notary Public

My Commission Expires: 1-14-2024

Lori G. Kennedy
Printed Name

Kennedy Engineering & Associates Group, LLC

_________________________ Entity

_________________________ President

Title of Officer or Agent
EXHIBIT “C”

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.G.C.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract with KCI Technologies on behalf of the City of Duluth has registered with and is participating in the Employment Eligibility Verification (EEV)/Basic Pilot Program, or E-Verify, in accordance with the applicability provisions and deadlines established in O.G.C.A. § 13-10-91.

53585
EEV/Basic Pilot Program User Identification Number

Sworn to and subscribed
before me this 9th day
of April, 2020.

[Signature]
Notary Public

My Commission Expires: 10-13-22

Christopher L. Roberds, P.G.
Printed Name

United Consulting
Entity

Senior Executive Vice President
Title of Officer or Agent
CONSULTANT CONTRACT – MASTER SERVICES AGREEMENT
DESIGN SERVICES DURING CONSTRUCTION OF
ROGERS BRIDGE PROJECT OVER THE CHATTAHOOCHEE RIVER

This CONTRACT made and entered into this ______ day of ____________________, 2020 by and between City of Duluth, Georgia, a duly chartered municipal corporation (Party of the First Part, hereinafter called the City), Development Planning & Engineering, Inc, (Party of the Second Part, hereinafter called the Consultant).

NOW THEREFORE, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

1. TERM:
This contract shall commence June 1, 2020, and shall run for a period of one year. The contract shall automatically renew for four additional one year terms for a maximum five year period unless either party provides written notice of the intent not to renew not less than sixty days prior to the expiration date. The services to be performed under this Contract shall commence upon the City’s official written Notice to Proceed for Task Order One. Each subsequent Task Order will have a separate Notice to Proceed. If work is not complete by May 31, 2025, the City may elect to extend the contract as needed to complete the necessary work.

2. ATTACHMENTS:
Copies of the Consultant’s scope and fee proposal to perform design review, shop drawing review, and design revisions during construction, are attached hereto (Exhibit A) and are specifically incorporated herein by reference.

3. PERFORMANCE AND STANDARD OF CARE:
Consultant agrees to furnish all skill and labor of every description necessary to carry out and complete in good, firm and substantial, workmanlike manner, the work specified, in Exhibit A and incorporated fully herein. In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

4. PRICE:
Each task order resulting from this master services agreement will be negotiated separately, based on its scope and requirements. Task Order One, included in Exhibit A, has a negotiated value of $118,000.00. Each task order will be based on a cost plus fixed fee with a maximum budget. In no case shall the total contract value of all task orders combined exceed the amount available to the City from its budgeted funds. As full compensation for the performance of this Contract, the City shall pay the Consultant for the actual quantity of work performed up to the maximum budget per task order. The fees for the work to be performed under this Contract shall be charged to the City in accordance with each negotiated task order. The City agrees to pay the Consultant following receipt by the City of a detailed invoice, reflecting the actual work performed by the Consultant.

5. COMPLIANCE WITH IMMIGRATION LAWS AND REGULATIONS:
5.1 The Contractor shall be responsible for complying with the Georgia Security and Immigration Compliance Act of 2006 (O.C.G.A. §§ 13-10-90 & 13-10-91) and the Rules of the Georgia Department of Labor implementing the Georgia Security and Immigration Compliance Act of 2006 (Rules 300-10-1-.01 through 300-10-1-.09). In accord with these provisions the Contractor shall complete attached Exhibits B and C.

5.2 The Contractor affirms and agrees that it is currently registered and participates in the federal work authorization program to verify information of all new employees pursuant to O.C.G.A. § 13-10-91(b).

5.3 The Contractor affirms and agrees that any and all subcontractors that it will use on the above-described project are registered and participate in the federal work authorization program to verify information of all new employees.

5.4 Pursuant to O.C.G.A. § 50-36-1, Consultant shall provide information regarding citizenship status and shall complete the SAVE affidavit include in Exhibit B.
5.5 The failure to abide by the provisions and agreements set forth in Subsection 5 shall constitute a breach and default of this contract.

6. **INDEMNIFICATION**

   The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys’ fees and defense costs, to the extent caused by the Consultant’s negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable.

7. **INSURANCE REQUIREMENTS:**

   Consultant shall maintain the following insurance, as applicable:

   i. Workers’ Compensation & Employer’s Liability Insurance. Workers’ Compensation Insurance in compliance with the applicable Workers’ Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes. Employer’s Liability Insurance, with limits of liability of not less than $1,000,000 per accident for bodily injury or disease.

   ii. Commercial General Liability Insurance, including contractual liability insurance, products and completed operations, personal injury, bodily injury, property damage and advertising injury, and any other type of liability for which this Contract applies with limits of liability of not less than $1,000,000 each occurrence/ $2,000,000 policy aggregate for personal injury, bodily injury, and property damage. Commercial General Liability Insurance shall be written on an “occurrence” form. Insurance shall not contain Exclusion- Explosion, Collapse and Underground Property Damage.

   iii. Automobile Liability Insurance with limits of liability of not less than $1,000,000 per accident for bodily injury and property damage. Insurance shall include all owned, non-owned and hired vehicle liability.

   iv. Umbrella Insurance with limits of liability in excess of Employer’s Liability Insurance, Commercial General Liability Insurance, and Automobile Liability Insurance in the amount of not less than $3,000,000.

   v. Contractors’ Pollution Legal Liability Insurance and/or Asbestos Legal Liability Insurance if applicable to the work to be performed with limits not less than $2,000,000 per occurrence or claim/ $2,000,000 policy aggregate. Insurance policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors’ Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

   vi. Professional (Errors and Omissions) Liability Insurance- Insurance appropriate to the Consultant’s profession with limits of liability of not less than $2,000,000 per occurrence or claim / $3,000,000 policy aggregate. The policy shall be amended to include independent contractors providing professional services on behalf of or at the direction of the Consultant. The definition of Contractual Liability shall be amended to state that liability under a contract of professional services is covered. The Consultant shall ensure that coverage under this policy continues for a period of thirty-six (36) months after completion of services.

   vii. Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work contemplated under this agreement.

   All insurance shall be provided by an insurer(s) acceptable to City, and shall provide for thirty (30) days prior notice of cancellation to City. Consultant shall deliver to City a certificate of policy of insurance evidencing Consultant’s compliance with this section upon contract execution. All certificates of insurance, with the exception of Professional Liability in subsection vi above, shall name the City of Duluth, the City of Johns Creek, Fulton County and Gwinnett County as “additional insured”.

   **No task orders will be issued to Consultant without receipt by City of proper proof of insurance.** Consultant shall abide by all terms and conditions of the insurance and shall do nothing to impair or invalidate the coverage.
8. **SUBCONSULTANTS:**
As a condition precedent to Consultant contracting with any Subconsultant, Consultant shall obtain written consent by City of the Subconsultant. Further, Consultant shall bind Subconsultant to the same terms of this Agreement that Consultant is bound, to extent such would apply to their scope of services. Prior to Subconsultant’s notice to proceed, they shall be required to deliver the same required insurance certificates to Consultant, as is required for Consultant to provide City. Same “additional insureds” shall apply.

9. **TERMINATION FOR CAUSE:**
The City may terminate this Contract for cause upon ten (10) days prior written notice to the Consultant of the Consultant's default in the performance of any term of this Contract. Such termination shall be without prejudice to any of the City's rights or remedies provided by law.

10. **TERMINATION FOR CONVENIENCE:**
The City may terminate this Contract for its convenience upon 30 days written notice to the Consultant. In the event of the City's termination of this Contract for convenience, the Consultant will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Consultant, which shall itemize each element of performance.

11. **CONTRACT NOT TO DISCRIMINATE:**
During the performance of this Contract, the Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or disability, which does not preclude the applicant or employee from performing the essential functions of the position. The Consultant will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each subconsultant, providing that the foregoing provisions shall not apply to contracts or subconsultants for standard commercial supplies of raw materials.

12. **COMPLIANCE WITH LAWS AND SAFETY REGULATIONS:**
Consultant’s tasks under this contract will require work to be completed in an active construction site. All work, labor, safety rules, services and materials to be furnished by Consultant must strictly comply with all applicable federal, state and local laws, rules, regulations, statutes, ordinances and directives (hereinafter “Laws”) now in force as of the date of this contract or hereafter in effect. All work, labor, services or materials necessary to comply with said laws will be furnished by the Consultant as part of this Contract without any additional compensation.

   Consultant agrees to comply with the Drug Free Work Place Act.

13. **ASSIGNMENT:**
The Consultant shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the City in writing.

14. **WAIVER:**
A waiver by either party of any breach of any provision, term, covenant, or condition of this Contract shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

15. **SEVERABILITY:**
The parties agree that each of the provisions included in this Contract is separate, distinct and severable from the other and remaining provisions of this Contract, and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.
16. GOVERNING LAW:
The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in Gwinnett County, Georgia and venue for any litigation arising out of this contract shall be in the Gwinnett County Superior Court.

17. MERGER CLAUSE:
The parties agree that the terms of this Contract include the entire Contract between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Contract.

(Signatures Next Page)
CITY OF DULUTH, GEORGIA

GWINNETT COUNTY, GEORGIA

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this CONTRACT to be signed, sealed and delivered.

CITY OF DULUTH, GEORGIA

By: ____________________________
    Nancy Harris, Mayor

ATTEST:

______________________________________________________________
Signature and stamp of Notary Public

CONSULTANT: Development Planning & Engineering, Inc.

BY: ______________________________
Signature

_______________________________
Print Name

Vice President

Title

ATTEST:

______________________________________________________________
Signature

_______________________________
Print Name

Kirsten L. Bowen

Corporate Secretary

(Seal)
Exhibit A

Scope of Services
GDOT PI#0014160 – Rogers Bridge at Chattahoochee River - Pedestrian Bridge
Task Order No. 1

PROJECT DESCRIPTION
The Rogers Bridge Project over the Chattahoochee River will connect the Rogers Bridge Trail in the City of Johns Creek to Rogers Bridge Park in the City of Duluth via a pedestrian bridge over the Chattahoochee River. Existing Historic Rogers Bridge is a Pennsylvania Petit type truss bridge that currently crosses the Chattahoochee River between Gwinnett and Fulton Counties. Built around 1900, the bridge was closed to traffic in the 1970’s and was removed from GDOT’s bridge inventory in the 1980’s. It currently carries a 30-inch diameter emergency water main partially owned by Fulton and Gwinnett Counties. Emergency water service to Fulton County must be maintained as part of this project.

Task Order No. 1 will include Construction Administration Services for the project as outlined below.

DETAILED SCOPE OF SERVICES

Phase 7 – Construction Administration
I. CONSULTANT will:
   a. Prepare for and attend one (1) Pre-Bid Meeting.
   b. Prepare for and attend one (1) Pre-Construction Conference.
   c. Perform reviews of the following Contractor Submittals (Truss) – Up to two rounds of revisions:
      1) Reinforced deck design including overhang
      2) Stringer/floorbeam system
      3) Bearing Assemblies
      4) Prefabricated truss
      5) Splices
   d. Perform reviews of the following Contractor Submittals (Bridge) – Up to two rounds of revisions:
      1) Disassembly and removal of existing truss
      2) Prestressed concrete beams
      3) Stay-In-Place metal deck forms
      4) Elastomeric Bearings
      5) All utility supports – water main, telephone conduit, and CCTV
      6) Pedestrian/Bicycle railing
      7) Fabrication and erection drawings for proposed pedestrian truss
e. Perform reviews of the following Contractor Submittals (Water Main and Conduit):
   1) Water main piping and fittings
   2) Gate and butterfly valves
   3) Fire hydrant assembly
   4) Combination Air Release Valves and NEMA Enclosures
   5) Service saddle
   6) Ball valves
   7) Valve boxes, extension stems, and markers
   8) Electronic markers
   9) Water main shutdown and draining procedures
  10) Water main removal and storage of salvage items
  11) Water main connections and thrust collars
  12) Water manhole
  13) Heat tracing tape and insulation

f. Perform reviews of the following Contractor Submittals (CCTV and Conduit):
   1) CCTV cameras, mounts, and poles
   2) NEMA enclosure
   3) In-ground Pull Boxes
   4) Industrial PoE switch
   5) Industrial power supply
   6) Fiberglass and HDPE conduit
   7) Electrical Communications Boxes

g. Perform reviews of the following Contractor Submittals (Miscellaneous):
   1) Outdoor furniture
   2) Concrete mix design
   3) Trail Railings
   4) Decorative signage
   5) Concrete form liner (stone facing)
   6) Retractable bollards
   7) Security fence and gates

h. Attend Pre-pour conference and deck pour. Provide support for the bridge construction by attending on site meetings, pre-pour conference, and deck pour as requested by the City of Duluth.
   1) Attend two (2) on-site meetings
   2) Attend one (1) deck pre-pour conference
   3) Attend one (1) deck pour

i. Respond to Requests for Information (RFI’s):
   1) Review and provide responses for RFI’s as requested by the City of Duluth (6 RFI’s for Bridge, 12 RFI’s for remainder)
   2) Attend up to two (2) meetings with the City of Duluth, Contractor, and GDOT

j. Coordination with the City of Duluth and the National Park Service during construction over the Chattahoochee River.
k. Coordination with the City of Johns Creek regarding project access through the Cauley Creek Park property.

l. Coordination with the City of Duluth CEI team.

m. Attend Post-Construction Evaluation Meeting, if required.

n. Perform one (1) 7-day inspection, with response letter, as required by NPDES General Permit No. 1000002.

II. Payment: Project Status reports will be submitted with each invoice outlining work completed for this phase of work.

Payment milestones are as follows:

• Up to 100% Completion of Construction Administration Tasks.

III. Major Phase Deliverables: Shop Drawing and Submittal Reviews.

**PROFESSIONAL SERVICES COST SUMMARY**

The Construction Administration services will be performed using hourly rates for the phases listed below:

<table>
<thead>
<tr>
<th>PHASE</th>
<th>DESCRIPTION</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase 7</td>
<td>Construction Administration</td>
<td>$117,832.50</td>
</tr>
<tr>
<td></td>
<td></td>
<td>TOTAL:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$117,832.50</td>
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</table>

**Project Assumptions:**

1. Cataloging, verifying, or analyzing the integrity of removed truss elements.

2. Coordination with third parties not listed above.

3. Additional meetings, RFI reviews, or additional reviews above those listed in this proposal.
### Direct Labor Costs

<table>
<thead>
<tr>
<th>Personnel</th>
<th>Est Hours</th>
<th>Rate/Hr</th>
<th>Cost ($)</th>
<th>Totals</th>
</tr>
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<tbody>
<tr>
<td>Principal In Charge</td>
<td>0</td>
<td>$150.00</td>
<td>$0</td>
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<tr>
<td>Project Manager</td>
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<td>$150.00</td>
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<tr>
<td>Lead Design Engineer</td>
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<tr>
<td>Engineer</td>
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<td>Administrative Support</td>
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<td>Principal Surveyor</td>
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<td>Project Surveyor</td>
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<td>Survey Crew</td>
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<td><strong>Subtotal</strong></td>
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<td>$40,175</td>
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<td><strong>Total Direct Labor</strong></td>
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<td>$40,175</td>
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</table>

#### Overhead (Indirect Cost on Labor Above)

- 0.00%

**Labor X Overhead Rate = Overhead Cost ($)**

- $0

**Total Direct Labor Plus Overhead**

- $40,175

### Other Direct Costs

<p>| | | | | |</p>
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<td>Reproduction</td>
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<tr>
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**Subconsultants**

**Total Direct Costs**

- $58

**Total Estimated Cost**

- $40,233

**Profit**

- 0%

**Maximum Amount of Contract Proposal**

- $40,232.50
## Phase 7 - Construction Administration

<table>
<thead>
<tr>
<th>TASK</th>
<th>Principal In Charge</th>
<th>Project Manager</th>
<th>Lead Design Engineer</th>
<th>Administrative Support</th>
<th>Principal Surveyor</th>
<th>Senior Surveyor</th>
<th>Project Surveyor</th>
<th>Survey Crew</th>
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<td>Prepare for and Attend Pre-Bid Meeting</td>
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<td>Gate and Butterfly Valves</td>
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<td>Fire Hydrant Assembly</td>
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<td>Combination Air Valves and NEMA Enclosures</td>
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<td>Ball Valves</td>
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<td>Valve Boxes, Extension Stems, and Markers</td>
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<td>Electronic Markers</td>
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<td>Water Main Shutdown and Drainage Procedures</td>
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<td>Water Main Connections and Thrust Collars</td>
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<td>Heat Tracing Tape and Insulation</td>
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<td>In-Ground Pull Box</td>
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<td>Fiberglass and HDPE Conduit</td>
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<td><strong>Miscellaneous Submittals (1 Round Assumed)</strong></td>
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<td>Trail Railings</td>
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<td>Decorative Signage</td>
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<td>Concrete Form Liner</td>
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<td>4</td>
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<tr>
<td><strong>Review and Respond to 12 RFI’s</strong></td>
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<tr>
<td>Attend (2) Meetings with the City and Contractor and Document</td>
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<tr>
<td>Perform (1) 7-Day Inspection, Document, and Submit</td>
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<tr>
<td>Address Questions during Construction</td>
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</tbody>
</table>

| Estimated Hours to Complete |            |            |            |            |            |            |            |            |            |
### Phase 7 - Construction Administration

<table>
<thead>
<tr>
<th>TASK</th>
<th>Principal In Charge</th>
<th>Project Manager</th>
<th>Lead Design Engineer</th>
<th>Engineer</th>
<th>Administrative Support</th>
<th>Principal Surveyor</th>
<th>Senior Surveyor</th>
<th>Project Surveyor</th>
<th>Survey Crew</th>
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<tbody>
<tr>
<td>Estimated Hours to Complete</td>
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Total Number of Submittals (Estimated): 40

Labor Hours per Submittal (Average): 2.8
Scope of Services
GDOT PI#0014160 – Rogers Bridge Project
Rogers Bridge over the Chattahoochee River
Task Order No. 4

I. Project Description:
The Rogers Bridge Project over the Chattahoochee River will connect the Rogers Bridge Trail in the City of Johns Creek to Rogers Bridge Park in the City of Duluth via a pedestrian bridge over the Chattahoochee River. Existing Historic Rogers Bridge is a Pennsylvania Petit type truss bridge that currently crosses the Chattahoochee River between Gwinnett and Fulton Counties. Built around 1900, the bridge was closed to traffic in the 1970’s and was removed from GDOT’s bridge inventory in the 1980’s. It currently carries a 30-inch diameter emergency water main partially owned by Fulton and Gwinnett Counties. Emergency water service to Fulton County must be maintained as part of this project.

In 2006, Gwinnett County completed a bridge condition study and in October 2014, the City of Duluth updated this study. These studies outline what might be required for the existing bridge to be rehabilitated for use as a pedestrian/bicycle bridge.

Task Order No. 4 will provide consulting support services during the bidding and construction of this project for 24 months.

II. Scope of Services:
This task order consists of construction support including shop drawing review, attendance at project meetings, and plan revisions. All work and deliverables shall be in accordance with the current GDOT Standard Specifications Construction of Transportation Systems and Supplemental Specifications, Plan Development Process (PDP), Electronic Data Guidelines (EDG), Plan Presentation Guide (PPG), Design Manuals, and the GDOT Design Policy Manual.

The Consultant shall:

A. Project Management and Invoicing
   Preparing subcontract, project setup in accounting software, project management and invoicing activities.

B. Attend Pre-Construction Conference:
   The Consultant shall prepare for and attend the Pre-Construction Conference following Letting.

C. Provide Reviews for the Contractor Submission of Proposed Contractor/Fabricator Pedestrian Truss Plans and Calculations up to 2 rounds of revision:
   1. Reinforced deck design including overhang
   2. Stringer/floorbeam system
   3. Bearing assemblies
   4. Prefabricated truss
   5. Splices
D. Provide Reviews for the Contractor Submission of Bridge Shop Drawing up to 2 rounds of revision:

1. Disassembly and Removal of Existing Truss
2. Prestressed Concrete Beams
3. Stay-In-Place Metal Deck Forms
4. Elastomeric Bearings
5. All Utilities Supports – Water Main, Telephone Conduits and ITS
6. Pedestrian/Bicycle Railing
7. Fabrication and Erection Drawings for Proposed Pedestrian Truss

E. Requests for Information (RFIs)

The consultant shall review and provide responses for up to six (6) RFIs as requested by the Department and one (1) meetings with contractor and GDOT.

III. Project Assumptions:

a) Up to 2 rounds revisions for all plan and shop drawing reviews
b) One (1) Pre-Construction Conference
c) Review and Respond for up to six (6) RFIs and up to one (1) meeting with contractor and GDOT
d) Coordination with any Utility Owner, reviewing any Utility Relocation Plan and coordination of any other stakeholder or third parties are NOT included in the Scope of Work for this Task Order.
e) Cataloging, verifying and analyzing the integrity of the removed existing truss elements, structural evolution of whole or any part of the disassembled existing truss bridge for any reason, and structural design of any foundation or display platform for the disassembled existing truss bridge are NOT included in the Scope of Work for this Task Order.
IV. Professional Services Cost:

The engineering and consulting services will be performed in a Lump Sum and Project Status reports will be submitted with each monthly invoice outlining work completed, work scheduled, and approximate overall percent complete for this phase of work:

<table>
<thead>
<tr>
<th>Personnel</th>
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<tbody>
<tr>
<td>Project Manager/Principal Engineer/QC</td>
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<tr>
<td>Senior Engineer</td>
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<td>Engineer</td>
<td>145</td>
</tr>
<tr>
<td>Admin</td>
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<table>
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<tr>
<th>TO#/TASKS</th>
<th>DESCRIPTION</th>
<th>HOURS</th>
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<tbody>
<tr>
<td>TO#4-A</td>
<td>Project Management &amp; Invoicing</td>
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<tr>
<td>TO#4-B</td>
<td>Attend Pre-Construction Conference</td>
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</tr>
<tr>
<td>TO#4-C</td>
<td>Review/Submit to GDOT for Fabricator Pedestrian Truss</td>
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<tr>
<td>TO#4-D</td>
<td>Review for Contractor Bridge Shop Drawing</td>
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<tr>
<td>TO#4-E</td>
<td>Review/Address/Respond to Request for Information</td>
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<td><strong>TOTAL HOURS:</strong></td>
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<td><strong>TOTAL COST:</strong></td>
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<td>TO#/TASKS</td>
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<td>HOURS</td>
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<td>TO#4-A</td>
<td>Subcontract/Deltek Setup/Invoicing/Management</td>
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<td>TO#4-C</td>
<td>Review/Submit to GDOT for Fabricator Pedestrian Truss</td>
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<tr>
<td>TO#4-D</td>
<td>Review for Contractor Bridge Shop Drawing</td>
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<td>TO#4-E</td>
<td>Review/Address/Respond to Request for Information</td>
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<td>TOTAL Direct Labor Cost (including Overhead)</td>
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<td>Total Direct Costs (Including Reproduction/Mail/Mileage)</td>
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<td>TOTAL COST:</td>
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</table>
EXHIBIT “B”

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.G.C.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Duluth has registered with and is participating in the Employment Eligibility Verification (EEV)/Basic Pilot Program, or E-Verify, in accordance with the applicability provisions and deadlines established in O.G.C.A. § 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the City of Duluth, contractor will secure from such subcontractor(s) similar verification of compliance with O.G.C.A. § 13-10-91 via sworn affidavit attesting to compliance. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Duluth at the time the subcontractor(s) is retained to perform such service.

151709
EEV/Basic Pilot Program User Identification Number

Sworn to and subscribed before me this 24th day of April, 2020.

[Signature]
Notary Public

My Commission Expires: 09/16/2021

[Stamp]

James C. Garrison, P.E.
Printed Name
Development Planning & Engineering, Inc.
Entity
Vice President
Title of Officer or Agent
EXHIBIT “C”

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.G.C.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract with Development Planning & Engineering, Inc. on behalf of the City of Duluth has registered with and is participating in the Employment Eligibility Verification (EEV)/Basic Pilot Program, or E-Verify, in accordance with the applicability provisions and deadlines established in O.G.C.A. § 13-10-91.

EEV/Basic Pilot Program User Identification Number

Sworn to and subscribed before me this 24th day of April, 2020.

Notary Public

My Commission Expires: 1/22/2020

Signature

Joseph R. Macrina
Printed Name

CHA Consulting, Inc. Entity

Executive Vice President
Title of Officer or Agent