



## Public Works Committee Meeting

### AGENDA

May 1, 2018  
City Hall

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I. **CALL TO ORDER**

II. **MATTERS BEFORE COMMITTEE**

1. Approval - EIP 2018 Grant Administrative Services
2. Approval - EIP 2018 Grant Engineering Services
3. Approval - North Broad LCI Materials Testing Contract
4. Approval - Intergovernmental Agreement - John Deere Road

III. **ADJOURN**



## Public Works Committee Meeting

### AGENDA

May 1, 2018

**Item:**

Approval - EIP 2018 Grant Administrative Services

**Department:**

**Additional Information:**

**Financial Impact:**

**Budgeted Item:**

**Recommendation / Request:**

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

 [EIP 2018 Grant Administrative Services](#)



**To:** City Council, City Administrator  
**From:** Sadie Krawczyk, ED Specialist  
**Department:** Public Works  
**Date:** 4/24/2018  
**Description:** Memorandum of Selection for Professional Services for FY2018 EIP Road Improvements

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**Budget Account/Project Name:** FY2018 EIP Grant

**Funding Source:** n/a

**Budget Allocation:** 0.00

**Budget Available:** 0.00

**Requested Expense:** 0.00

**Company of Purchase:** Allen Smith Consulting

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***Recommendation:***

Recommend approval of the attached memorandum of selection in order to hire Precision Planning, Inc. for Grant Writing/Administration services for the FY2018 EIP Road Improvement project within Piedmont Industrial Park.

***Background:***

The EIP Grant is being sought to create another road access into Piedmont Industrial Park making the park more amenable to additional industrial development from new and current businesses.

***Attachment(s):***

Memorandum of Selection for Professional Services (2 pages)



**MEMORANDUM OF SELECTION FOR PROFESSIONAL SERVICES  
COMMON RULE PROCESS**

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DATE: May 8, 2018

TO: Procurement of Professional Services, Common Rule File (#3)

RE: Grant Administration Services  
FY2018 EIP Road Improvements

The City of Monroe as undergone the Federal Common Rule procurement procedures for professional Grant Writing/Administration services for its FY2018 EIP Road Improvement project as required by Local, State and Federal Guidelines.

In compliance with the Common Rule Process, the Request for Qualifications was advertised on GLGA on February 27, 2018 and mailed to the following firms:

1. Advocates for Better Communities, Inc.
2. Allen-Smith Consulting
3. Associates in Local Government Assistance
4. Bob Roberson and Associates, Inc.
5. Carol's Consulting Grand Management
6. Gilbert and Associates, Inc.
7. Varnadoe and Associates
8. The Steedley Firm
9. Grant Specialists of Georgia
10. Governmental Consulting Unlimited
11. Armentrout Matheny Thurmond
12. Seven Outsource
13. The Ferguson Group
14. Community Development Professionals
15. Mercer Technologies
16. Delttek

Responses and/ Statements of Qualifications were received from the following:

1. Allen Smith Consulting
2. The Ferguson Group
3. Armentrout Matheny Thurmond

The Statement of Qualifications and responses received were reviewed by a selection committee consisting of Jeremiah Still, Highways/Street Director, Debbie Crow, Accountant, and Shane Short,

Development Authority of Walton County Executive Director. Each firm's Statement of Qualifications was rated and assigned a cumulative score providing a basis for recommendation to the City Council to select Allen Smith Consulting. On May 8, 2018, the Council selected Allen Smith Consulting for Grant Writing/Administration services on the above referenced project because of the firm's related experience and knowledge of the community. The City will negotiate an agreement with Allen Smith Consulting for these services. This fee will be within DCA's allowable cost for such services.

CERTIFIED: \_\_\_\_\_

John Howard, Mayor  
City of Monroe



## Public Works Committee Meeting

### AGENDA

May 1, 2018

**Item:**

Approval - EIP 2018 Grant Engineering Services

**Department:**

**Additional Information:**

**Financial Impact:**

**Budgeted Item:**

**Recommendation / Request:**

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

 [EIP 2018 Grant Engineering Services](#)



**To:** City Council, City Administrator  
**From:** Sadie Krawczyk, ED Specialist  
**Department:** Public Works  
**Date:** 4/24/2018  
**Description:** Memorandum of Selection for Professional Services for FY2018 EIP Road Improvements

---

**Budget Account/Project Name:** FY2018 EIP Grant

**Funding Source:** n/a

**Budget Allocation:** 000

**Budget Available:** 0.00

**Requested Expense:** 0.00

**Company of Purchase:** Precision Planning, Inc.

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***Recommendation:***

Recommend approval of the attached memorandum of selection in order to hire Precision Planning, Inc. for Engineering services for the FY2018 EIP Road Improvement project within Piedmont Industrial Park.

***Background:***

The EIP Grant is being applied for to create another road access into Piedmont Industrial Park making the park more amenable to additional industrial development from new and current businesses.

***Attachment(s):***

Memorandum of Selection for Professional Services (2 pages)



**MEMORANDUM OF SELECTION FOR PROFESSIONAL SERVICES  
COMMON RULE PROCESS**

---

DATE: May 8, 2018

TO: Procurement of Professional Services, Common Rule File (#3)

RE: Engineering Services  
FY2018 EIP Road Improvements

The City of Monroe has undergone the Federal Common Rule procurement procedures for professional Engineering services for its FY2018 EIP Road Improvements project as required by Local, State and Federal Guidelines.

In compliance with the Common Rule Process, the Request for Qualifications was advertised on GLGA on February 27, 2018 and emailed to the following firms:

1. Hofstadter and Associates
2. Keck and Wood
3. Watkins & Associates, LLC
4. Triple Point Engineering
5. Goodwyn|Mills|Cawood
6. Statewide Engineering, Inc.
7. Rochester & Associates
8. Ingram & Associates, LLC
9. Precision Planning, Inc.
10. Maxwell-Reddick & Associates, Inc.
11. Paragon Consulting Group
12. P.C. Simonton & Associates, Inc.
13. Pendergrass & Associates, Inc.
14. Hayes James & Associates, Inc.
15. G. Ben Turnipseed
16. Engineering Management, Inc.
17. Carter and Sloope, Inc.
18. Atkins Engineering
19. Rindt-McDuff Associates, Inc.
20. Falcon Design Consultants, LLC
21. McFarland-Dyer & Associates, Inc.
22. Prad Group, Inc.
23. The Ferguson Group
24. IDS Global

25. BM&K
26. Armentrout Matheny Thurmond, PC
27. Peoples & Quigley
28. Deltek

Responses and/ Statements of Qualifications were received from the following:

1. G. Ben Turnipseed Engineers
2. Armentrout Matheny Thurmond, PC
3. Hofstadter and Associates
4. Prad Group, Inc.
5. Precision Planning, Inc.
6. Keck & Wood
7. IDS Global Int'l Design Svcs
8. BM&K

The Statement of Qualifications and responses received were reviewed by a selection committee consisting of Jeremiah Still, Highways/Street Director, Debbie Crow, Accountant, and Shane Short, Development Authority of Walton County Executive Director. Each firm's Statement of Qualifications was rated and assigned a cumulative score providing a basis for recommendation to the City Council to select Precision Planning, Inc. On May 8, 2018, the Council selected Precision Planning, Inc. to provide engineering services on the above referenced project because the firm's related experience and knowledge of the community. The City will negotiate an agreement with Precision Planning, Inc. for these services. This fee will be within DCA's allowable cost for such services.

CERTIFIED: \_\_\_\_\_

John Howard, Mayor  
City of Monroe



## Public Works Committee Meeting

### AGENDA

May 1, 2018

**Item:**

Approval - North Broad LCI Materials Testing Contract

**Department:**

**Additional Information:**

**Financial Impact:**

**Budgeted Item:**

**Recommendation / Request:**

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

 [North Broad LCI Materials Testing Contract](#)



From: Logan Propes, City Administrator  
Department: Public Works  
Date: May 1, 2018  
Description: Materials Testing Contract for North Broad LCI project

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Budget Account/Project Name: SPLOST – LCI Construction  
Funding Source: 2018 operating budgets: General Fund – SPLOST – Transportation

Budget Allocation:	\$550,640	Allocated in each dept.	n/a
Budget Available:	\$531,715	Allocated in each dept.	n/a
Requested Expense:	\$18,925	Company of Purchase:	East Coast Pyrotechnics, Inc.

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**Recommendation:**

Staff recommends that the City Council Authorize the mayor to execute the testing contract in the amount not to exceed \$18,925.00

**Background:**

As part of the North Broad LCI project, there will be a GDOT requirement for materials testing analysis. Our engineer, Keck & Wood recommends the services of NOVA Engineering and Environmental, LLC as it was also the only responsive bid from requested services by Keck & Wood. NOVA has previously done materials testing on the South Broad TE project. The full scope of materials testing is estimated to be \$18,925. Any additional expenses above this budget amount would have to be authorized by the engineer (Keck & Wood) and City Administrator. The local share for the project is \$550,640. It is expected that this will count towards the local match on the construction project.

**Attachment(s):** Materials Testing Agreement with NOVA



April 24, 2018

**City of Monroe**

215 North Broad Street  
Monroe, Georgia 30655

**SUBJECT: Proposal to Provide Construction Materials Testing Services  
SR 11 from CS645 / Marable Street to SR10 / US78  
Monroe, Walton County, Georgia  
NOVA Proposal No. 003-10184677**

NOVA Engineering and Environmental, LLC (NOVA) appreciates the opportunity to submit this Proposal and Cost Estimate to provide Construction Materials Testing Services for the above referenced project. We are confident that NOVA is the best choice to provide the required testing, inspection and engineering services during construction for the following reasons -

- **Experience with Similar GDOT Projects** – NOVA's Project Team has extensive experience with similar GDOT projects across the Metro Atlanta Area. We recently completed very similar projects along Westbridge Road and Veterans Parkway and we have completed countless GDOT paving and resurfacing projects over the past 5 years.
- **Experienced and Certified Staff** – NOVA has over 25 GDOT Certified Roadway Testing Technicians (RTT) on our local staff with extensive knowledge of GDOT Specifications, Test Procedures and Acceptance Testing Requirements.
- **Commitment to Client Service** - NOVA is dedicated to meet the needs of our Client on every project we undertake. Our entire team understands the importance of serving our Clients, and we will meet our deadlines and commitments.

This proposal briefly describes our understanding of the project, provides a Summary of Proposed Services and describes the Scope of Work. Included in this package are an Estimated Budget and our Schedule of Fees.

## PROJECT INFORMATION

The proposed project will include improvements to SR 11 / Broad Street from State Route 10 / US 78 to CS645 / Marable Street in Monroe, Georgia. Construction will include widening existing pavement, milling, replacing and resurfacing the roadway, installation of a new concrete median and sidewalks at select locations. The project will also include addition of turning lanes, new storm line and inlet structures, new retaining wall, curbs and gutters, sidewalks and driveway approach. We understand all testing within the project should be performed in accordance with City of Monroe and Georgia Department of Transportation specifications. The total duration for construction is anticipated to be 10 months.

NOVA proposes to provide Field and Laboratory Testing, Special Inspections and Project Management and Consulting Services as requested by **City of Monroe** and the Design / Construction Team. An estimated breakdown of the proposed Scope of Services to be provided, including Estimated Costs is included herein.

## SCOPE OF SERVICES

Testing and Engineering Services will comply with applicable and current GDOT standards, local codes and contract documents. Specifically, our anticipated scope of services is outlined below.

### SITE PREPARATION AND UTILITIES

- ◆ Observe proofrolling operations and make recommendations for undercutting and / or stabilization, if required.
- ◆ Perform laboratory testing of proposed fill soils to determine their suitability, moisture content versus dry density relationship (i.e. Proctor compaction testing, Atterberg limits determination, and/or sieve analysis, as applicable).
- ◆ Provide Qualified Personnel for observing structural fill placement, and perform field density and moisture content tests at the frequency specified in the GDOT Standard Specifications.

### FOUNDATION BEARING AND SUBGRADE EVALUATION

- ◆ Provide qualified personnel to evaluate foundation and pavement subgrade materials.
- ◆ Subgrade materials will be evaluated by utilizing visual observation, extensive manual probing and portable dynamic cone penetrometer testing or proofrolling techniques.
- ◆ Should remedial work be required, our on-site personnel will make and document recommendations for such so that minimal, if any delays are incurred.

### STRUCTURAL CONCRETE INSPECTION, SAMPLING AND TESTING

- ◆ Confirm that the proper concrete mix number, type of concrete, and concrete strength is being placed at the proper location(s).
- ◆ Document the location, quantity, size, spacing and configuration of the placement of reinforcing steel in structural reinforced concrete.
- ◆ Document the location, quantity, size, spacing and configuration.
- ◆ Provide observations during placement of reinforced structural concrete, ensuring that the concrete placement is in accordance with ACI, GDOT Standards and generally accepted concrete placement practices.
- ◆ Sample and test plastic concrete, and mold compressive strength cylinders for structural concrete. Testing of the plastic concrete will include measurement of its slump, air content and temperature. Frequency of sampling/testing shall be in accordance with the project specifications.
- ◆ Secure and transport initial field cured samples to our laboratory where they will be stripped, logged, prepped and final cured in a moist room.
- ◆ Perform laboratory compressive strength tests on cured concrete cylinders. We have assumed the contractor or concrete supplier to be responsible for curing facilities at the site. NOVA will provide recording devices capable of documenting initial concrete test specimen curing temperatures at the site.

## ASPHALT PAVEMENTS

- ◆ Observe proofrolling operations and make recommendations for undercutting and/or stabilization, if required.
- ◆ Perform laboratory testing of proposed GAB to determine moisture content versus dry density relationship (i.e. GDT-49/AASHTO T-180).
- ◆ Perform in-place density testing (GDT-59) and thickness measurements (GDT-42) of graded aggregate base material in general accordance with GDOT Standard Specifications.
- ◆ Assist the Contractor to establish roller densification pattern for each approved mix utilizing a nuclear density gauge.
- ◆ Observe placement of asphaltic concrete and document placement temperatures and thickness requirements are in general accordance with GDOT Standard Specifications.
- ◆ Perform in-place density testing (GDT-59) of compacted asphalt to determine the mean air void content in accordance with GDOT Standard Specifications.
- ◆ Obtain cores of in-place asphaltic concrete for density determination, nuclear gauge calibration and thickness measurements.
- ◆ Perform laboratory extraction and gradation testing (GDT-38, 73 & 125) of delivered asphalt at a frequency of 2 tests per 5 days of production and compare test results to the approved Job Mix Formula to confirm mix is within GDOT allowable tolerances.
- ◆ Determine the Pay Factor in accordance with GDOT Specification Section 400 for each day's paving.

## ADDITIONAL SERVICE UPON REQUEST

- ◆ NPDES/Stormwater Testing and Inspections

Experienced and Certified Engineering Technicians or Engineering personnel will be assigned tasks as site activities develop and are scheduled by our Client and the General Contractor's Representative.

Daily Field Reports and Field Test Results will be provided daily to Onsite Personnel designated by you. Field Density Compaction Tests and Laboratory Soil and Concrete Testing Results will be computer generated and submitted weekly along with copies of the Daily Field Reports via electronic mail. Reports will be submitted to all parties indicated by **City of Monroe**. Any deficiencies discovered in the work will be verbally conveyed to the necessary parties and follow-up reports will be distributed via email to all concerned parties within 24 hours of identification of the discrepancy.

## BUDGET ESTIMATE

We have included an Estimated Budget that outlines the Proposed Services and Estimated Cost based on our review of the provided project drawings and specifications and our experience with similar projects. Once a task specific construction schedule is available, our estimated budget should be reviewed to see if any adjustments need to be made based on the Contractor's planned work schedule.

The final cost for our services is dependent on the actual work schedule as it occurs; therefore, it is not possible to develop a cost estimate that is 100% accurate. Additionally, there are events that can

result in additional costs above the recommended budget and scope of services provided. Such events can include:

1. Subsurface conditions different than those expected or encountered during the Geotechnical Exploration.
2. Retesting and / or re-observations of previous inspections previously found deficient.
3. Evaluating unsuitable soil conditions and / or groundwater concerns.
4. Re-evaluating unstable soil conditions resulting from exposure to inclement weather and/or excessive construction traffic.
5. Site and/or other meetings requested by Design or Construction Team.
6. Services provided prior to 7:00 AM or after 5:00 PM Monday through Friday and on Saturdays, Sundays or holidays.
7. Construction activities needing our services beyond the estimated time frames within the attached cost estimate.

To formalize the agreement between us, please execute a copy of the attached ***Professional Services Agreement*** and return it to us. The attached ***NOVA General Terms and Conditions*** will govern the work described in this proposal.

We look forward to your positive response to our proposal. If you have any questions or should you require additional information, please contact us at your convenience.

Sincerely,  
**NOVA ENGINEERING & ENVIRONMENTAL, LLC**



Ethan Gillespie, EIT  
Project Engineer



Marc D. Johnston, PE  
Principal

Attachments:    Estimated Budget  
                      Schedule of Fees  
                      Professional Services Agreement  
                      General Terms and Conditions

## SCHEDULE OF FEES CONSTRUCTION MATERIALS TESTING SERVICES

### ENGINEER AND TECHNICIAN SERVICES

- A. Staff Engineer, EIT for foundation and subgrade soil field inspections, per hour..... \$ 65.00
- B. Project Manager for date review and quality assurance, per hour.....\$ 95.00
- C. Principal Engineer, PE, Senior Geotechnical Engineer, PE, Senior Materials Engineer, PE for interpretation, consultation and assisting the Project Manager, per hour..... \$ 125.00
- D. GDOT RTT or QCT or experienced Roadway Technician, for sampling and testing of soil, base stone and paving, per hour (includes all equipment)..... \$ 55.00
- E. Engineering Technician (ACI certified) for field concrete, mortar, grout sampling, testing and sample transportation, per hour (includes all equipment) ..... \$ 50.00
- F. IBC SI – SS/SFRM CWI, EIT or SI for visual weld, high strength bolt torque testing of structural steel and precast connections, fire-proofing placement observations, and for wood and cold-formed steel framing, per hour.....\$ 75.00
- G. Registered Roof Observer (RRO), Senior Waterproofing Consulting for roofing or waterproofing installation observations, water spray testing, etc., per hour ..... \$ 70.00
- H. Floor Profiler – Qualified Field Technician to conduct ff/fl testing, lump sum per event..... \$ 500.00

### LABORATORY SERVICES

- A. Concrete/Aggregate/Mortar:
  - 1. Concrete cylinder curing, preparation and compressive strength testing, each... \$ 10.00
  - 2. Grout prism curing, preparation and compressive strength testing, each ..... \$ 12.00
  - 3. Mortar cube curing, preparation and compressive strength testing, each..... \$ 12.00
  - 4. Moisture Vapor Emission Test (MVE) includes pH, each.....\$35.00
  - 5. Relative Humidity Test (HD), each.....\$95.00
  - 6. Concrete core curing, prep and compressive strength testing, each ..... \$ 35.00
  - 7. Concrete mix design verification, standard, each.....\$145.00
  - 8. Fine Aggregate Sieve Analysis, each..... \$ 45.00
  - 9. Coarse Aggregate Sieve Analysis, each ..... \$ 50.00
  - 10. Aggregate Specific Gravity ..... \$ 35.00

## SCHEDULE OF FEES CONSTRUCTION MATERIALS TESTING & SPECIAL INSPECTION SERVICES

### LABORATORY SERVICES (CONT'D):

B. Soils:

- 1. Organic Content, each..... \$ 45.00
- 2. Standard Proctor, each.....\$100.00
- 3. Modified Proctor, (GAB) each.....\$125.00

C. Asphalt:

- 1. Extraction/Gradation Test, each.....\$135.00
- 2. Marshall Stability, and density, each.....\$135.00
- 3. Core Thickness and Density, each..... \$ 25.00
- 4. Asphalt coring, per inch drilled per inch diameter..... \$1.50
- 5. Nuclear Gauge Rental, per day.....\$10.00
- 6. Asphalt coring and Patching, per day..... \$350.00

### MISCELLANEOUS SERVICES

A. Vehicle Transportation, per mile.....\$0.60

- 1. Expenses for special subcontractors, equipment, supplies, permits, or other items not customarily provided by NOVA will be charged at cost plus 15%.
- 2. These hourly rates are portal-to-portal. Normal working hours are Monday through Friday, 7:00 a.m. to 5:00 p.m. Overtime rates will be applicable for technician and special inspector services provided outside normal working hours, over 8 hours per day and on Saturdays, Sundays and holidays at **1.4** times the standard hourly rate.
- 3. There will be a four-hour minimum charge on all field inspection services.
- 4. Pricing for other services and tests are available upon request. These rates are effective through project completion.



Exhibit A - Estimated Costs  
Construction Materials Testing Services  
**SR11 from CS645/Marable Street to SR10/US78**

NOVA Proposal Number 003-10184677

Activity	Unit Rate	Comments	Proposed Units	Cost Proposed
<b>1. Soils (Excavating, Backfilling &amp; Compacting Structures, Proof rolling) - Part Time throughout project</b>				
GDOT RTT Certified Technician	\$55.00	HR Estimated 10 visits at avg. 6 hrs./visit	60.00	\$3,300.00
Standard Proctor (soil)	\$100.00	EA Estimated 1 sample	1.00	\$100.00
Modified Proctor (GAB)	\$125.00	EA Estimated 1 sample	1.00	\$125.00
Mileage	\$36.00	EA Estimated 10 visits	10.00	\$360.00
<b>Sub Total:</b>				<b>\$3,885.00</b>
<b>2. Miscellaneous Site Concrete - Part time during site concrete</b>				
ACI/GDOT Concrete Technician	\$50.00	HR Estimated 25 visits at avg. 4 hrs./visit	100.00	\$5,000.00
Compressive Strength Testing Cylinders	\$10.00	EA Estimated 25 sets of 3 cylinders	75.00	\$750.00
Sample Pick Up-Transportation and Log in	\$75.00	EA Estimated 25 visits	25.00	\$1,875.00
Mileage	\$36.00	EA Estimated 25 visits	25.00	\$900.00
<b>Sub Total:</b>				<b>\$8,525.00</b>
<b>3. Asphalt Paving - Full Time during paving operations</b>				
GDOT RTT Certified Technician	\$55.00	HR Estimated 5 visits at avg. 8 hrs./visit	40.00	\$2,200.00
Asphalt Coring and Patching	\$350.00	EA Estimate 2 trips for coring	2.00	\$700.00
Asphalt Extraction and Gradation	\$200.00	EA Estimate 4 samples	4.00	\$800.00
Thickness and Density of Asphalt Cores	\$25.00	EA Estimate 15 cores	15.00	\$375.00
Mileage	\$36.00	EA Estimated 15 visits	15.00	\$540.00
<b>Sub Total:</b>				<b>\$4,615.00</b>
<b>4. Project Management &amp; Engineering Consultation</b>				
Project Manager	\$95.00	HR Estimated 20 hours	20.00	\$1,900.00
<b>Sub Total:</b>				<b>\$1,900.00</b>
			<b>Total Budget Estimate:</b>	<b>\$18,925.00</b>

**NOTES:**

Budget estimate based on review of available project plans, no construction schedule was available.  
Budget estimate assumes CEI will be provided by others.  
Budget estimate assumes the fab shop and materials used are QPL certified and inspections are not required.

**Available Additional Services:**

**NPDES Services**

Weekly and Post-Rainfall BMP Inspections	\$600.00	MO Estimated 10 months	10.00	\$6,000.00
Additional Inspections due to Out of Compliance BMP's	\$90.00	HR To be determined	0.00	\$0.00
<b>Sub Total:</b>				<b>\$6,000.00</b>

**NOVA ENGINEERING AND ENVIRONMENTAL, LLC  
PROFESSIONAL SERVICES AGREEMENT**

<b>DATE:</b> April 24, 2018	<b>PROPOSAL NO.:</b> 003-10184677
<b><u>PROJECT NAME AND ADDRESS</u></b>  City of Monroe Streetscapes SR 11 from CS645/Marable St. to SR 10 Monroe, Walton County Georgia	<b><u>CLIENT NAME AND ADDRESS</u></b>  <b>City of Monroe</b> 215 North Broad Street Monroe, GA 30655
NOVA will provide <i>Construction Testing Services</i> as requested by <b>City of Monroe</b> to meet project requirements. Compensation will be on a Time and Materials basis in accordance with the attached <i>Cost Estimate</i> .	

The attached *Cost Estimate*, including *General Terms and Conditions* will govern during execution of this project. NOVA will invoice monthly and our payment terms are net 30 days. This proposal is valid for 90 days. If this proposal is acceptable, please sign and return this Professional Service Agreement via facsimile to (770) 864-9963 or email to [mjohnston@usanova.com](mailto:mjohnston@usanova.com).

<b>AUTHORIZED BY:</b>	<b>INVOICE TO:</b>
Signature:	Firm:
Name:	Name:
Title:	Address:
Date:	Federal Tax ID:

**NOVA Engineering and Environmental LLC**  
**GENERAL TERMS AND CONDITIONS**

**1. SCOPE OF WORK**

NOVA Engineering and Environmental LLC (NOVA) shall perform the services limited to and specifically defined in this Agreement (including any Project Specific condition attached hereto) and shall invoice the Client in accordance with the compensation section of this Agreement. Any estimate of cost to the Client as stated in this Agreement or any of the accompanying schedules shall not be considered as a fixed price, but only an estimate (unless otherwise specifically stated in this Agreement). NOVA will provide additional services under this Agreement as requested by the Client in writing subject to acceptance by NOVA. Client will be invoiced for additional services at NOVA's standard rates or as mutually agreed upon, including but not limited to, re-reviews, re-inspections, re-tests, stand-by time, scope changes, services outside normal business hours or services provided beyond the estimated project duration. To the extent these General Terms and Conditions are part of a proposal for services, the proposal shall be valid for ninety (90) days unless otherwise stated. Once a proposal is accepted, these General Terms and Conditions shall apply to all services performed and shall survive any termination of the Agreement or completion of services.

Notwithstanding any other provision of this Agreement or any other agreement entered into by NOVA with respect to the Project, NOVA shall not have control or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with work or activities at the project site, for the acts or omissions of any contractor, subcontractors or any other persons performing any work or undertaking any activities at the project site, or for the failure of any of them to carry out any work or perform their activities in accordance with their contractual obligations, including, but not limited to, the requirements of any drawings, specifications or other documents prepared by NOVA (if any).

The review of contractor submittals (for example, shop drawings or project samples) is not included in NOVA's Scope of Services unless specifically set forth in this Agreement. If such services are to be provided, the review is conducted only for the limited purpose of checking for conformance with information given and the design concept expressed in the construction drawings and specifications prepared by NOVA (or by others if so set forth in the Agreement) and is not conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the contractor, all of which remain the responsibility of the contractor to the extent required by its contract. NOVA's review shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences, or procedures. NOVA's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the drawings, specifications and other documents applicable to the contractor's obligations, NOVA shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the drawings, specifications and other documents prepared by NOVA.

Neither site visits for any purpose nor the observation by NOVA of any contractor's work are included in NOVA's scope of services unless specifically set forth in this Agreement. If NOVA is engaged to visit the site and conduct observations of a contractor's work, NOVA shall provide such services at the intervals agreed with Client in writing (or if no such interval is agreed upon in writing, then at such intervals as NOVA deems appropriate given any budgetary constraints imposed by Client), subject to any limitations on the number of such visits set forth in this Agreement. The general purpose of such observations is to become generally familiar with the progress and quality of the construction work as described in the drawings, specifications or other documents specifically identified in this Agreement and to determine, in general, if such construction work is proceeding in accordance with such drawings, specifications or other identified documents. NOVA shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such construction work. On the basis of such on-site observations as an engineer, NOVA shall keep Client informed of the progress and quality of such construction work and shall endeavor to guard the Client against defects and deficiencies in such work of contractor.

**2. RIGHT OF ENTRY**

The Client, at its sole cost and expense, will provide for reasonable right of entry of NOVA personnel to perform the scope of work and all necessary equipment to the project site or sites, in order to complete the work.

Rev. 10-2016 (Exc. FL)

**3. INVOICES**

NOVA will submit invoices to Client monthly and a final bill upon completion of services. There shall be no retainage, unless otherwise agreed upon in the Agreement. NOVA shall furnish insurance certificates, lien waivers, affidavits or other reasonably available documents as and when requested by Client provided all amounts due to NOVA have been paid.

Payment is due within thirty (30) days after the receipt of invoice. Interest charges will start to accrue forty-five (45) days from the invoice date. Client agrees to pay an interest charge equal to the lesser of one and one-half percent (1½%) per month, or the maximum rate allowed by law, on past due accounts. NOVA shall be entitled to recover any and all costs incurred, including attorneys' fees ("Collection Costs") in connection with its efforts to collect past due sums. The minimum amount of such Collection Costs is agreed to be the lesser of (1) ten percent (10%) of the past due amount or (2) the maximum amount allowed by law. Any attorney's fees, collection fees or other costs incurred in collecting any delinquent amount shall be paid by Client. The Client agrees to pay NOVA for its services in accordance with this Agreement, regardless of whether or not he has been paid by his client.

In the event that the Client disputes any items billed in an invoice, the Client shall notify NOVA within ten (10) days specifying the complaint and, in the meantime, all amounts to which there is not a reasonable and good faith dispute to payment shall be paid promptly. Any dispute not raised within such ten (10) day period is waived. The Client's failure to make timely payment due under this Agreement in accordance with the terms of this Agreement shall constitute a material breach of this Agreement and NOVA shall be entitled, upon seven (7) days written notice to Client to terminate this Agreement or, at its option, suspend its performance until all sums then due under this Agreement have been paid.

If NOVA is called upon by Client, or subpoenaed by any other person, to testify or produce records in an action at law, equity, arbitration, or in a pre-trial hearing or conference, as to any work performed by anyone in connection with the Project, NOVA shall be paid by the Client for all time spent while testifying and preparing therefor and producing such records in accordance with the rates set forth in the attached Agreement.

**4. SAFETY**

NOVA is only responsible for the safety on site of its own employees and subcontractors. However, this shall not be construed to relieve the Client or any of its contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of NOVA, nor the presence of NOVA's employees and subcontractors shall be construed to imply NOVA has any responsibility for job safety or any activities on site performed by personnel other than NOVA's employees or subcontractor.

**5. STANDARD OF CARE**

Service performed by NOVA under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the location where the services are to be performed ("Standard of Care").

Notwithstanding anything in this Agreement to the contrary, NOVA shall only be liable to pay damages to Client arising out of or in connection with the Services or this Agreement, to the extent that such damages are caused by, and are in proportion to, the negligence of, or breach of the Standard of Care by, NOVA. If NOVA is considered to be liable jointly with any third parties, the portion of damages payable by NOVA shall be limited to the portion of liability which is attributable to NOVA's breach of the Standard of Care on a comparative fault basis. Client acknowledges that NOVA's services will be rendered without any warranty, express or implied and all such warranties are expressly waived by Client. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party, including the project owner (if not the Client) and any contractor, subcontractor, vendor or material supplier, against either the Client or NOVA.

**6. INSURANCE & GENERAL LIABILITY**

NOVA represents and warrants that it and its agents, staff and consultants employed by it are protected by worker's compensation insurance and that NOVA has such coverage under public liability and property damage insurance policies which NOVA deems to be adequate and in line with other professional service firms currently practicing under similar conditions. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Additional insurance, if requested in writing by Client prior to commencement of services, will be obtained by NOVA, if procurable, and charged to the Client.

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The Client shall cause any contractor responsible for the construction of work (or related activities) designed, specified or reviewed by NOVA or responsible for any other activities relating to NOVA's services, to hold harmless, indemnify and defend NOVA, to the fullest extent permitted by law, from and against any and all damages, liabilities, claims, suits, costs and expenses (including reasonable attorney's fees and other costs of investigation and defense) arising in connection with the negligence, breach of contract or strict liability of any contractor or any of their subcontractors or any of their vendors. Client shall also name, and cause such contractor(s) to name, NOVA as additional insureds on its and each such contractor's Commercial General Liability insurance policy and Umbrella/Excess liability insurance policy (with policy limits at the greater of the limits required for the Project or Five Million Dollars per occurrence and in the per project aggregate) and to maintain such coverage until the completion of its contract and to provide NOVA with a Certificate of Insurance so naming NOVA as an additional insured on an annual basis for so long as Client and/or contractor maintains or is obligated to maintain such coverage.

#### **7. DISPUTES**

All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be governed by Georgia law and shall be submitted to non-binding mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and NOVA shall select a neutral mediator by mutual agreement. If a Dispute cannot be settled through mediation as set forth above, then such Dispute, if involving amounts less than \$100,000, shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree following termination of mediation. Notwithstanding any other provisions of this Section, in no event shall a demand for mediation be made, or any other proceeding initiated, more than two (2) years from the date the party making demand knew or should have known of the dispute or five (5) years from the date of substantial completion of Nova's Services, whichever date shall occur earlier. All mediation, arbitration, or litigation shall take place in Cobb County, Georgia, unless the parties agree otherwise. The fees of the mediator or arbitrator(s) and the costs of transcription and other costs incurred by the mediator or arbitrator(s) shall be apportioned equally between the parties. Thereafter, with respect to any Disputes involving amounts equal to or greater than \$100,000, if any legal action or other proceeding is brought with respect to such Dispute, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, costs and expenses, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

#### **8. DELAYS IN WORK**

In no event, will NOVA will be responsible for delays in the work which is beyond our reasonable control or caused by Client or its agents, consultants, contractors or subcontractors. Stand-by or non-productive time for delays in our work caused by Client or its agents, consultants, contractors or subcontractors may be charged to the Client unless provided for as a separate item in the Agreement or otherwise as mutually agreed upon.

#### **9. TERMINATION**

This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In all events of termination, NOVA shall be paid for services performed up to and through the date of termination plus reasonable expenses to demobilize. In the event of termination, or suspension for more than three (3) months, NOVA shall, at its option, be permitted to terminate this Agreement upon seven (7) days written notice to Client. Further, if said termination is prior to NOVA's completion of all reports contemplated by this Agreement, NOVA may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of NOVA in completing such analyses, records, and reports and shall be due and payable by Client promptly upon invoice from NOVA, together with all reasonable termination costs and expenses.

#### **10. ASSIGNS**

This Agreement may not be assigned by either party without the prior written consent of the other party, provided, however, that NOVA may assign this Agreement in the case of sale of all or substantially all of its assets or equity. To the extent consent is required it shall not be unreasonably withheld.

#### **11. OWNERSHIP OF DOCUMENTS**

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by NOVA, as instruments of service, shall remain the property of NOVA and shall retain all common law, statutory and other reserved rights, including copyrights ("NOVA Documents"). Contingent on the Client's full and timely payment of all sums due under this Agreement, NOVA grants Client a non-exclusive license to use the final and complete versions of the NOVA Documents solely and exclusively for purposes set forth in this Agreement. The foregoing license does not extend to any CADD files or 3D model created by NOVA, unless expressly set forth herein. If NOVA Documents are prepared "for construction", the license granted in the preceding sentences of this Paragraph permits the Client to authorize the contractor and subcontractors, and material or equipment suppliers to reproduce applicable portions of NOVA Documents solely and exclusively for use in performing their services or construction for the Project. NOVA Documents shall only be used for their intended purpose. NOVA Documents are not to be used on other projects, for alternations, extensions or additions to this Project or for completion of this Project by others, except by agreement in writing and with appropriate compensation to NOVA. If Client is granted a license with respect to any CADD files or 3D models, Client agrees to be bound to the terms of the NOVA License for Use of Electronic Files and 3D Models. Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose whatsoever. NOVA will retain all pertinent records relating to the services performed for a period of three (3) years following submission of the report, during which period the records will be made available to the Client at all reasonable times and an administrative fee may be charged to the Client for retrieval and reproduction of such records.

#### **12. FAILURE TO FOLLOW RECOMMENDATIONS**

NOVA will not be held liable for problems that may occur if NOVA's recommendations are not followed.

#### **13. LIMITATION OF LIABILITY**

Client agrees that the work created pursuant to this Agreement is for the sole and exclusive use of Client and is not for the benefit of any third parties. Client acknowledges and agrees that in no event shall the liability of NOVA in connection with this Agreement or the services provided pursuant thereto exceed the fee actually paid to and received by NOVA under this Agreement or \$100,000 whichever is greater. This Agreement and the services to be performed hereunder shall in no way be construed as a guarantee of deficient-free construction.

Notwithstanding anything to the contrary contained in this Agreement or provided for under any applicable law, neither NOVA nor Client shall be liable to the other party, either in contract or in tort, for any consequential, incidental, indirect, special or punitive damages, including without limitation any delays damages, loss of future revenue, income or profits or any diminution of value, financing costs or costs of lost opportunities relating to this Agreement, the services or the Project, whether or not the possibility of such damages has been disclosed to the other party in advance or could have been reasonably foreseen by such other party.

#### **14. INDEMNIFICATION**

Client agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless NOVA, and its officers, directors, agents and employees and any of them (collectively, the "NOVA Parties") from all claims, actions, damages, liabilities, losses, costs and expenses, including reasonable attorney's fees and defense costs (collectively "Losses"), arising out of, or in any way connected with, the performance or nonperformance of NOVA's obligations under this Agreement (including, without limitation, any act of negligence, omission or default by the NOVA Parties), up to an amount not to exceed the greater of \$100,000 or twelve times the amount of the fees charged for the services provided by NOVA in connection with this Agreement and the services hereunder. The parties agree that the foregoing amount of said indemnification bears a reasonable commercial relationship to the services provided by NOVA and that the indemnification provided herein is considered a part of the project specifications. Notwithstanding the foregoing, the NOVA Parties shall not be entitled to indemnification hereunder for any Losses resulting from the NOVA Parties'

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gross negligence, or willful, wanton or intentional misconduct or for any statutory violation or punitive damages (except to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of Client or any of the Client's contractors, subcontractors, sub-subcontractors, materialmen or agents of any tier or their respective employees). Except as set forth in the preceding sentence, the NOVA Parties rights to indemnification shall include, without limitation, indemnification for any and all Losses which may be suffered by any NOVA Party as a result of any (i) failure of Client to follow or implement any of its recommendations, (ii) any breach by Client of its obligations under the Agreement, and (iii) exposure of NOVA's employees or agents to any hazardous materials at the jobsite.

Upon notice by the NOVA Parties, Client shall defend the NOVA Parties with counsel chosen by NOVA Parties, subject to the consent of Client, which consent shall not be unreasonably withheld. The parties agree that this duty to defend is separate and distinct from any indemnity obligation, and the duty shall extend to any claims asserted against the NOVA Parties arising out of or related to the project, regardless of whether Client is obligated to indemnify the NOVA Parties for the loss, claim, or damage.

#### **15. HAZARDOUS MATERIALS**

It is acknowledged by both parties that NOVA's scope of services does not include any services related to asbestos or hazardous or toxic materials unless specifically identified in our scope of services. In the event NOVA or any other party encounters asbestos or hazardous materials at the jobsite, or should it become known in any adjacent areas that may affect the performance of NOVA's services, NOVA may, without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultants or contractors to identify, abate and/or remove the asbestos, hazardous or toxic materials and warrant that the jobsite is in full compliance with applicable laws and regulations. In addition, the Client shall hold harmless, defend and indemnify NOVA Parties, from and against any and all Claims arising, in whole or in part, out of the discovery, presence, handling, removal or disposal of, or exposure of persons to, any hazardous materials in any form at the Project site, including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB), bacteria, mold, fungi, lead based paints or other similar materials or other toxic substances, infectious materials, or contaminants.

#### **16. SAMPLE DISPOSAL**

Unless other arrangements are made, NOVA will dispose of all soil and rock samples remaining at the time of report completion. Further storage or transfer of samples can be arranged at Client's prior written request, subject to a reasonable charge by NOVA. Client acknowledges that contaminated drill cuttings, sample spoils, wash water, and other materials may be produced as a result of encountering hazardous materials at the site. In such event, NOVA shall properly contain, label, and store such materials on-site, and Client shall be responsible for its proper transportation and disposal.

#### **17. AQUIFER CONTAMINATION**

Client acknowledges that it is impossible for NOVA to know the exact composition of a site's subsurface, even after conducting a comprehensive exploratory program. As a result, there is a risk that drilling and sampling may result in contamination of certain subsurface areas. Although NOVA will take reasonable precautions in accordance with the Standard of Care to avoid such an occurrence, Client waives any claim against, and (without limiting the generality of Section 14 hereof) agrees to indemnify and hold harmless NOVA in accordance with the terms and conditions set forth in this Agreement from any claim or liability for injury or loss which may arise as a result of subsurface contamination caused by drilling, sampling, or monitoring well installation. Client also agrees to adequately compensate NOVA for any time spent and expenses incurred in defense of any such claim.

#### **18. DEFINITIONS**

As used herein, the following words and their derivative words or phrases have the meanings indicated, unless otherwise specified in the various sections of this Agreement.

**AGREEMENT:** means the Agreement between the parties, which shall describe and govern Client's engagement of NOVA to provide services in connection with the project or work identified in the proposal (Proposal), and consists of the Proposal, these General Terms and Conditions, and any exhibits or attachments referenced in any of these documents.

**CERTIFY, CERTIFICATION:** NOVA's opinion based on its observation of conditions, knowledge, information and beliefs. It is expressly understood such opinions relieve no other party of any responsibility or obligation he or she has accepted by contract or custom.

**ESTIMATE:** An opinion of probable cost for services made by NOVA. The accuracy of probable cost for services opinion cannot be guaranteed.

**INSPECT, INSPECTION:** The visual observation of certain aspects of construction to permit NOVA to render its professional opinion as to whether the contractor is performing the Work in a manner indicating that, when completed, the Work will be in general accordance with the approved documents. Such observations do not relieve any party from fulfillment of their customary and contractual responsibilities and obligations.

#### **19. LIMITATION OF LIABILITY**

It is intended by the parties to this Agreement that NOVA's services under this Agreement shall not subject NOVA's individual employees, officers, shareholders, managers, members or directors to any personal legal exposure for the risks associated with the services to be rendered on the project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against NOVA, a Delaware limited liability company, and not against any of NOVA's employees, shareholders, officers, managers, members or directors.

#### **20. MISCELLANEOUS**

**AMENDMENT:** This Agreement may be amended, modified or supplemented, but only in writing signed by each of the parties hereto.

**WAIVERS:** The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.

**SEVERABILITY:** If any provision or sub-provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions or sub-provisions contained herein shall not be affected thereby.

**INTEGRATION:** This Agreement represents the entire understanding and agreement among the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations (if any) made by and among such parties.

**SOVEREIGN IMMUNITY:** In the event that the Client is a State, City, County or other municipal entity, then NOVA (and all NOVA Parties) shall for all purposes provided in this Agreement and otherwise be deemed an agent of the Client for purposes of sovereign immunity under State or local statutes and otherwise. Client shall fully cooperate, at its sole cost and expense, with NOVA and take all necessary and appropriate actions to qualify NOVA (and the NOVA Parties) for and defend its and their right of sovereign immunity as an agent of the Client for purposes of State or local law.

**NOVA Employees:** Client agrees not to recruit or hire any NOVA employee currently or previously working under this Agreement during the contract period or within twelve months of termination of the contract, either for themselves or any third party. In the event Client violates this clause, NOVA shall have the right of injunctive relief, and Client shall pay NOVA \$25,000 or 25% (percent) of the employee's current annual, base salary, whichever is greater, with payment being made within 15 days of NOVA's written notice to Client of said violation.



## Public Works Committee Meeting

### AGENDA

May 1, 2018

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**Item:**

Approval - Intergovernmental Agreement - John Deere Road

**Department:**

**Additional Information:**

**Financial Impact:**

**Budgeted Item:**

**Recommendation / Request:**

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

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