

STEPHENSON ENGINEERING, INC.

CIVIL ENGINEERING, LAND PLANNING & DEVELOPMENT CONSULTING

November 3, 2022

Tom Gilliam
City of Cartersville Parks and Recreation Department
100 Pine Grove Road
P.O. Box 1390
Cartersville, GA. 30120

RE: Proposal for Dellinger Park Pickleball Courts

Dear Mr. Gilliam,

Thank you for the opportunity to help you with the topographic information and the civil engineering for the Pickleball Courts located at Dellinger Park, City of Cartersville, Georgia. Below is our estimate for these services.

Scope of Services

The scope of services to be provided by Stephenson Engineering, Inc. (SEI) is as follows:

SEI will provide customary civil engineering services related to the design phases of the proposed project as further outlined below.

Civil Engineering Services

Topographic Information

\$1,300.00

To include a field run topographic for the work area of the project

Civil Engineering Design

\$11,500.00

SEI will prepare Civil Engineering Design Plans for the civil/site portions of the work for submittal and approval of the plans. The Plans will include:

- Site Plan
- Grading and Drainage Plan
- Staking Plan
- Utilities Plan for relocation of existing utilities
- Hydrology Study to include hydrologic narrative in accordance with the Georgia Stormwater Design Manual Regulations for Water Quality, Downstream Analysis, Channel Protection and Overbank Flood Protection that is required by the permitting jurisdiction.
- Erosion and Sediment Control Plan, Narrative and Details
- Landscape Plan as required by the City of Cartersville
- Related details for site work, utilities, paving and erosion control, etc.
- Submittal of drawings and studies to the permitting jurisdiction for approval
- Follow up meetings and submittals

Additional Services

Construction administration, Project management, construction staking services or any additional services provided by Stephenson Engineering, Inc. in connection with this project, not specifically described above, will be considered Additional Services. Additional Services will only be provided with advance authorization from your office and will be billed at our hourly rate.

Fees

SEI will provide the services described herein on a lump sum basis, plus reimbursable expenses in accordance with our Schedule of Hourly Rates attached.

Total Fee Civil Engineering Services = \$ 12,800.00

Reimbursable expenses will include:

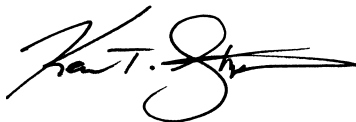
- Express delivery and courier fees.
- Travel expenses.
- Printing fees.
- Permitting fees and plans review fees.

Additional Services will be provided on either an Hourly or Lump Sum Fee basis, as agreed upon in advance, and in accordance with our Schedule of Hourly Rates attached, plus reimbursable expenses. Any additional expenses will first have to be approved prior to commencing on additional work.

Terms and Conditions

Engineer is authorized to begin performance upon its receipt of a copy of this proposal. Should you have any questions or comments, please call (770)382-7877. We appreciate having this opportunity and look forward to working with you on this and future projects.

Sincerely,
Stephenson Engineering, Inc.



Kevin T. Stephenson, P.E.
Principal Engineer

Accepted by: _____

SCHEDULE OF HOURLY RATES

<u>PERSONNEL</u>	<u>RATE/HOUR</u>
Principal or Managing Engineer	\$155.00
Project Engineer	\$ 95.00
Engineering Technician	\$ 85.00
Drafter/CADD Technician	\$ 75.00
Registered Surveyor	\$125.00
Survey Field Crew	\$150.00
Survey Tech	\$ 75.00
Research	\$ 65.00
Administrative Assistant	\$ 40.00

REIMBURSABLE EXPENSES:

Travel:

Automobile @ \$0.55/mile

Other travel expenses at actual cost

Other Expenses, at cost plus 15%:

Laboratory Analysis

Special delivery and express charges

Sub-consultants fees

Print Fees

Plans Review Fees

Permit Fees

Exhibit A

Access To Site: Unless otherwise stated, Stephenson Engineering, Inc. ("SEI") will have access to the site for activities necessary for the performance of the services under this Agreement ("Services"). SEI will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage. The Client is responsible for payment of any such restoration costs.

Indemnification: The Client shall indemnify and hold harmless SEI and all of its personnel from and against any and all claims, damages, losses, or expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the Services, to the extent that any such claims, damages, losses, or expenses are caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Client or anyone directly or indirectly employed or utilized by the Client (except SEI).

Billings/Payments: Client agrees that SEI has the right to suspend or terminate Services if undisputed charges are not paid within 45 days of receipt of SEI's invoice, and Client agrees to waive any claim against SEI, and to indemnify, defend, and hold Consultant harmless from and against any claims from third-parties, arising from SEI's suspension or termination due to Client's failure to provide timely payment. Client recognizes that any charges not paid within 30 days are subject to a late payment charge equivalent to 1.5 percent of the balance due for each additional month or fraction thereof that undisputed charges remain unpaid. Any charges held to be in dispute shall be called to SEI's attention within ten days of receipt of SEI's invoice, and Client and SEI shall work together in good faith to resolve their differences. If Client and SEI shall be unable to resolve their differences within 25 days, SEI shall have the right to suspend or terminate Services.

Limitation of Liability to the Client: In recognition of the relative risks, rewards and benefits of the project to both the Client and SEI, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by the law, SEI's total liability to the Client, for any and all injuries, claims, losses, expenses, or damages arising out of this Agreement, from any cause or causes, shall not exceed the total amount of SEI's fee. Such causes include, but are not limited to, SEI's negligence, errors, omissions, breach of contract or breach of warranty.

Termination of Agreement: This Agreement may be terminated upon 10 days' written notice by either party should the other fail to perform their obligations hereunder. In the event of terminations, the Client shall pay SEI for all services rendered to the date of termination, all reimbursable expenses, and all termination expenses.

Ownership of Documents: All documents produced by SEI under this Agreement shall remain the property of SEI and may not be reused by the Client for any other endeavor without the written consent of SEI.

Dispute Resolution: As a condition precedent to the filing of suit in a court of law, any claim or dispute between Client and SEI shall be submitted to non-binding mediation, with a mutually agreeable mediator.

Governing Law: This Agreement shall be governed by the laws of the State of Georgia.

Cost Estimates: Construction cost estimates are not included in this proposal, however, SEI cannot and does not guarantee that proposals, bids or actual project or construction costs will not vary from opinions of probable cost prepared or expressed by SEI. SEI shall be entitled to payment for services rendered as provided in this Agreement without regard to the actual cost of implementation of engineering drawings and specifications prepared by SEI.