

Richards & Associates Engineering, Inc.
PO Box 220
Chatsworth, GA 30705
(706) 695-0661

May 14, 2020

Mr. Andrew Parker
Public Works Department
Dalton, GA

Re: Proposal for Site Design Services
Covie Drive
Dalton, GA

01 Topographic Survey \$3,100

Richards & Associates Engineering, Inc. (RAE) will contract with Lewis & Associates Land Surveying (LALS) to provide a topographic survey of the subject area to include lots on Covie Drive and a portion of lots on Winton Drive. LALS will also provide the asbuilt survey of the pond after construction.

02 Site Design \$6,500

Richards & Associates Engineering, Inc. (RAE) will use the topographic survey to design and prepare construction drawings for a regional detention pond to mitigate storm events for downstream properties. This will include a Grading and Drainage Plan, Erosion Control Design, and construction details.

We will design the detention pond as a “best fit” to maximize the mitigation using the available area on the lots on Covie Drive. The pond will be designed for peak flow attenuation only and will not include water quality or meet the requirements of the current city stormwater ordinance.

We will prepare an Erosion, Sedimentation and Pollution Control Plan as required by The City of Dalton per the Manual for Erosion and Sediment Control in Georgia and per the requirements of the National Pollution Discharge Elimination System (NPDES), Georgia permit GAR 100001 for Stand-Alone Projects. We will assist with submittal of the Notice Of Intent (NOI) to the Georgia Environmental Protection Division.

RAE will provide the required stormwater management pond as-built survey and certification.

We will visit the site two (2) times during construction; one time for the required Seven-Day inspection, and once for the pond certification. All other requested visits will be billed hourly per the attached fee schedule.

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The following are excluded from this contract:

- Wetland investigation
- Geotechnical investigation
- Phase 1 ESA
- Permitting/review fees
- Structural design
- Construction staking
- Plan copies

If you find this proposal acceptable, please sign the bottom of the first sheet and return a copy of it to our office along with the required retainer.

Accepted by: _____

Client: _____ Date: _____

Client agrees to the Standard Terms and Conditions set forth on the attached sheet.

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STANDARD TERMS AND CONDITIONS

- This proposal shall be good for a period of sixty (60) days.
- If this proposal is acceptable, the Owner shall sign where indicated or respond to Richards & Associates Engineering, Inc. (RAE) with a written Notice To Proceed. This shall constitute a legal and binding contract between the Owner and RAE.
- RAE maintains Professional Liability and General Liability insurance for work performed by RAE only. Client/Owner agrees to hold any claim against RAE to a maximum of \$25,000 or the contract amount, whichever is less. Client/Owner agrees to Hold Harmless RAE for services provided by subcontractors.
- Owner agrees to indemnify and hold harmless individual employees, officers or directors of RAE against claims associated with this project. Owner agrees that any claim shall be directed and/or asserted against RAE and not against any or RAE's employees, officers or directors.
- Due to the nature of the project and unforeseen subsurface conditions, Client/Owner agrees to Hold Harmless RAE and its subcontractors for engineering design related issues presented during construction as a result of unforeseen conditions. RAE and its subcontractors will work with Client/Owner and the contractor to rectify any problem presented during construction within the original scope of work. Issues presented during construction that fall outside the original scope of work will be billed at an hourly rate.
- RAE will complete the work as described in the contract in a timely manner unless delayed. Delays may include stopping work at the Client/Owner's request, lack of information, design changes or other factors beyond the control of RAE.
- The Owner, by signing this contract, assures that RAE and its subcontractors have permission to work on the subject property and have the right to access the property. RAE may access the property to investigate and gather information pertinent to the design. RAE may utilize hand tools such as machetes and shovels to clear light brush and excavate shallow utilities or structures.
- Owner shall furnish all relevant information concerning the site to RAE. This includes plats, reports, restrictive covenants, etc...
- RAE agrees to provide engineering services under the direction of the Client/Owner. RAE will provide Construction Documents based on sound, industry standard engineering practice for use by the Client/Owner. RAE does not guarantee that the design will be permitted by the local, state or federal agencies that may review the documents. Owner is responsible for obtaining all permits required prior to commencing construction operations.
- At the request of the Client/Owner, RAE may show improvements on adjacent property or within proposed easements or on property not currently held by the Owner. The Client/Owner is responsible for ensuring that all construction occurs on real estate or legal easements held by the Owner.
- RAE will produce the original plots, signed and sealed to remain at the office of RAE. All paper copies will be provided via Dalton Print Shop for \$3.00 each. PDF copies will be provided at no cost.
- All documents prepared by RAE will remain the property of RAE and may not be copied, reproduced or distributed without the express written consent of RAE.
- RAE will invoice Reimbursable Expenses to the Owner with a 10% markup. Reimbursable Expenses include any out-of-pocket expenses incurred by RAE on behalf of the Owner, such as, but not limited to the following: mileage, shipping fees, etc...
- The Client/Owner shall furnish RAE with any specialized billing procedures. RAE will invoice per the invoice schedule set forth in the contract.
- Payment is due immediately upon receipt of the invoice. After 30 days, the Client/Owner agrees to pay 1.5% late fee per month on unpaid balances.
- Failure to pay within 45 days from the date of the invoice will be considered by RAE to be a breach of contract and RAE may cease work and hold all work without penalty from the Client/Owner.

STANDARD FEE SCHEDULE

<u>Position</u>	<u>Hourly fee</u>
Professional Engineer	\$150
CAD Draftsman	\$90
Clerical	\$50
Survey Crew	\$150
Professional Surveyor	\$150

<u>Reimbursable expense</u>	<u>Rate</u>
Mileage	\$0.60/mi
Shipping	cost + 10%
Other expenses	cost + 10%