



## PROPOSAL

**PROJECT:** Dalton City Hall Building Study

**LOCATION:** 300 West Waugh Street  
Dalton, Georgia 30720

**CLIENT:** City of Dalton

**DATE:** January 31, 2022

This Proposal outlines the scope of services to be performed by **MBA Consulting Engineers** on the above-named project. In accordance with our understanding, we are to provide the following services.

Provide an engineering building assessment for the HVAC system at 300 W. Waugh Street, Dalton, Georgia. The steps to be taken include the following:

1. Review of the existing system design documents
2. A site visit to assess the condition of the mechanical system components
3. Compile information to be used to evaluate the systems and create system descriptions
4. Create report of existing conditions and provide system replacement recommendations

\$3,750.00

The scope of services does not include evaluation of site utilities nor other building systems.

This engagement does not include any services not specifically included in this proposal. Additional services, which you may request, will be subject to arrangements made at the time of the request. A copy of our "General Contract Conditions" is attached to this proposal and hereby made a part of this Contract.

If the terms expressed in this proposal are in accordance with your understanding and requirements, please sign one copy of this proposal and return it for our files.

Request to commence design by Client without prior execution of this agreement shall constitute acceptance of agreement and all terms and conditions shall be in full force and effect.

Best Regards,

Gregg Cox, P.E. - President

The foregoing proposal fully describes the services required and is in accordance with our understanding. This proposal is accepted by:

Client:\_\_\_\_\_.

SIGNATURE:\_\_\_\_\_.

DATE:\_\_\_\_\_.

GENERAL CONTRACT CONDITIONS  
MBA CONSULTING ENGINEERS  
(Hereinafter referred to as "Engineer")

Fee is based on a contract between Client and Engineer and is not binding on Engineer under any other conditions, such as if work is subcontracted out or if contract is passed on to a third party.

It shall be the responsibility of the Client to provide the Engineer with the required associated building data necessary for the completion of the work outlined in the "Scope of Services." Required associated design data shall include, but not be limited to, known corresponding architectural and engineering plans and available mechanical equipment data. Engineer will assist Client in obtaining the required information that exists by defining the final extent of data necessary for completion of work.

This proposal includes general construction cost estimates to provide an order of magnitude to the Owner for their use.

The Engineer will not be responsible for the acts or omissions of the Client, any of their agents, or employees, or any other persons performing any of the work.

Additional Services:

Services outside of this scope of work will be rendered on an hourly basis at:

Principal	\$180.00 per hour
Senior Engineer	140.00 per hour
Junior Engineer	115.00 per hour
Designer	95.00 per hour
CADD Operator	85.00 per hour
Clerical	75.00 per hour

Reimbursable Expenses

Electronic documents for coordination and presentation with the Client will be provided as part of this contract. Multiple copies and/or presentation binding of the report required from Engineer for distribution will be considered reimbursable expenses. All reimbursable expenses will be billed in addition to the fee quoted, at 125% of cost.

Terms of Payment

Engineer will invoice at completion of the study.

Payments will be due within 30 days of receipt of the invoice. Interest shall be charged at a rate of 6% per annum on invoices outstanding for a period of 60 days or more.

Limits of Liability

To the maximum extent permitted by law, the Client agrees to limit the Design Professional's liability for the Client's damages to the sum of \$250,000.00. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.