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PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT made by and between Southeastern Engineering, Inc., and the client identified herein, provides for the following Professional Engineering Services under the Scope of Services section of this agreement

CLIENT: City of Dalton
P. Andrew Parker, PE
Assistant Public Works Director
535 Elm Street
Dalton, GA 30722
aparker@cityofdalton-ga.gov

PROJECT NAME: Engineering Services for Emergency Slope Failure Stabilization Design on Botany Woods Drive in the City of Dalton

PROJECT UNDERSTANDING

SEI understands that City of Dalton needs engineering services for an emergency repair project on Botany Woods Drive to stabilize a failing fill slope.

SCOPE OF SERVICES

Task 1 – Site Visit, Stream Delineation and Army Corp of Engineers Nationwide 404 Permit

SEI's Alex Ottley performed a site visit on afternoon Monday April 8th to identify on-site natural resources. During the site visit Alex met with Andrew Parker and the Survey crew on site and jurisdictional areas were identified. Flagging was placed in the areas of wrested vegetation along the areas of the drainage where the stream was identified. The flags were then surveyed into the topo data base by Lowery & Associates.

As a result of potential impacts to the identified stream, a pre-construction notification (PCN) for the use of a Nationwide Permit 14 – Linear Transportation Project for impacts to “jurisdictional waters of the U.S.” as determined by the US Army Corps of Engineers (USACE) will be required. As per the Clean Water Act, the USACE requires any impacts to “jurisdictional waters of the U.S.” including filling, dredging, piping, clearing, shading, etc. require permitting. Activities included in the submittal of the PCN may include coordination with the USACE, which may include meetings at the Corps office and/or conference calls with the USACE. Mitigation for unavoidable impacts to Jurisdictional Waters of U.S. is required when impacts reach mitigation thresholds. Applicable mitigation credits needed for impacts to “waters of the U.S.” would be compiled per the USACE regulations for PCN application. ***Mitigation costs are not included in this proposal.***

Task 2 – Civil, Drainage & Erosion Design for the New Slope Stabilization

SEI to provide engineering design for grading plans that will reestablish a flatter slope, 3:1 to 4:1, on the side of Botany Woods Drive that has failed. The grading plans will require piping a channel that becomes a stream for the last 20 to 30 ft. Pipe will be installed at the bottom of the existing channel with granular material as specified by the Geotechnical Subconsultant, GeoHydro. Fill material will be placed above the granular material to reestablish the slope that has failed. Outlet protection will be placed at the end of the pipe. In addition, all the required erosion control that will be required for the grading will be included in the grading plan set. Quantities for earthwork, pipe, special fill material and all erosion control items will be provided as well.

Since this is an emergency project, land disturbance permit (LDP) or other permitting outside of the permitting outlined in Task 1 has NOT been included.

COMPENSATION

PROFESSIONAL FEES			
Description	Task Subtotal	Billed	Initials
Task 1 – Site Visit, Stream Delineation and Army Corp of Engineers Nationwide 404 Permit	\$6,500.00	Monthly, % Complete of Lump Sum	
Task 2 – Civil, Drainage & Erosion Design for the New Slope Stabilization	\$3,500.00	Monthly, % Complete of Lump Sum	
Miscellaneous Services	\$2,500.00	Monthly, % complete of Allowance	
Total	\$12,500.00	Monthly, % Complete of Lump Sum	

SCHEDULE

SEI can initiate work on this project immediately upon notice to proceed. SEI will provide a schedule with regular updates and will have all information delivered to the client in advance of submission to the jurisdiction.

Direct expenses are not included in the fees subtotaled in the above table. Direct expenses not furnished directly by SEI will be billed at cost and may include but are not limited to special fees, permits, insurance, printing and photographic reproduction, sub-contractors, rental of equipment and vehicles, shipping/transportation, meals and lodging, bonds, laboratory testing and supplies. Exclusions to the contract are noted in Attachment A.

SEI will cease work and notify you as soon as possible if additional professional services are required beyond the scope of work defined in the Scope of Services section above. Additional services will be billed according to the Rate Scheduled in Attachment B.

Payment is due upon receipt of invoice. Finance charges of one and one-half percent (1.5%) will be added to the unpaid balance beginning 30 days after invoice date. Any changes and/or revisions to this contract shall be agreed upon and initialed by all parties. This proposal shall be considered valid for a period of ninety (90) days from the date on page one (1).

IN WITNESS WHEREOF, the Agreement is accepted on the later date written below, subject to the terms and conditions stated above and attached to the Agreement in Attachment C.

CLIENT	_____	SOUTHEASTERN ENGINEERING, INC.	_____
Signed	_____	Signed	_____
Name (Typed)	_____	Name (Typed)	_____
TITLE	_____	TITLE	_____
DATE	_____	DATE	_____

ATTACHMENT A

EXCLUSIONS:

This agreement does not include the following:

- Zoning or zoning modification applications and coordination
- GDOT or other agency coordination
- Community coordination meetings
- Graphic design
- Traffic engineering services
- Land surveying services
- Structural engineering and inspection
- Soil testing/geotechnical analysis of existing soils or levels of compaction
- Subsurface utility location and/or investigation
- Utility capacity analyses
- Offsite utility evaluation and/or extension
- Offsite utility easements
- Utility coordination
- Stream buffer variance - variance through EPD and/or local jurisdiction
- Offsite silt study
- Dam breach
- FEMA coordination and/or letter of Map Revision
- MS4 requirements
- Architectural services
- Landscape architectural services
- Irrigation design
- Tree survey and/or as-builts
- Planting plans
- Inspecting and/or placing plants on site
- State waters and/or wetland location, delineation and/or permitting through USACE
- Preparation of Storm Water Management, Inspection and Maintenance Agreement or similar/related documents
- LDP submittal or revisions
- Final plat submittal or revisions
- Cost estimates or Quantity take offs
- Construction management, contract administration or price/cost negotiations of construction work
- Settlement of disputes of claims due to contractor default or insolvency or discontinuation of work
- Maintenance services (post-construction or otherwise)

ATTACHMENT B

HOURLY RATE SCHEDULE:

Services shall be invoiced according to the following rates:

Environmental Personnel:

Environmental Scientist I :	\$85/hr.
Environmental Services Manager:	\$125/hr.

Planning and Landscape Architecture Personnel:

Administrative:	\$60/hr.
Technician:	\$60/hr.
Land Planner:	\$125/hr.
Landscape Architect:	\$125/hr.

Engineering Personnel:

Administrative:	\$60/hr.
Technician:	\$60/hr.
Designer I:	\$75/hr.
Designer II:	\$95/hr.
Designer III:	\$115/hr.
Engineer I:	\$90/hr.
Engineer II:	\$110/hr.
Engineer III:	\$135/hr.
Project Manager:	\$155/hr.
Director/Principal:	\$250/hr.

Hourly* Surveying Personnel:

Field Crew: (1 Man)	\$90/hr.
Field Crew: (2 Man)	\$150/hr.
Field Crew: (3 man)	\$195/hr.
Survey Technician 1:	\$75/hr.
Survey Technician 2:	\$85/hr.
Survey Technician 3:	\$95/hr.
Administrative:	\$60/hr.

*Overtime rates = 1.5 x standard rates

Salary Surveying Personnel (Overtime Exempt):

Survey Director: (PLS)	\$150/hr.
Project Manager: (PLS)	\$140/hr.
Associate Project Manager: (LSIT)	\$115/hr.
Field Coordinator:	\$110/hr.

Note: Personnel include direct and contract employees.

ATTACHMENT C

GENERAL CONDITIONS:

- A. **ENTIRE AGREEMENT AND ACCEPTANCE:** This CONTRACT comprises the full and entire agreement between the parties affecting all matters herein described, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized. ENGINEER shall not be bound by any instructions, statements, or writings that are not expressly contained herein except written change orders approved by CLIENT. These terms and conditions may be accepted only on the exact terms set forth herein and such terms and conditions supersede all prior discussions, understandings, or agreements related to this CONTRACT. Acceptance is made by CLIENT who either owns the subject project site or has an agreement with or the permission of the property owner which permits the ENGINEER to perform services at or related to the property.
- B. Our professional services shall be performed, our findings obtained, and our recommendations prepared in accordance with generally accepted engineering, surveying and landscape architecture practices. This warranty is in lieu of all other warranties, either implied or expressed. SEI assumes no responsibility for interpretation made by others based upon the work or recommendations made by SEI
- C. **SCOPE OF SERVICES AND EXTRA WORK:** The scope of ENGINEER's services hereunder is strictly limited to the services described in the contract, and ENGINEER shall have no obligations beyond such scope. Further, ENGINEER shall have no obligation to perform, and shall not be liable for any investigations or field observations relating to the project, unless such investigations or field observations are expressly provided in this CONTRACT. The CLIENT shall pay ENGINEER additional fees and reimbursables for work required for the project and for services requested by CLIENT in writing, if such work or services are not expressly described hereof, including, but not limited to, services involving redesign, change in scope of the project or additional work or services. There shall be no oral change orders. All change orders shall be in writing and approved by CLIENT.
- D. It is understood and agreed that SEI, shall not be held responsible for any inaccuracies in any materials, data or records of any other person, firm or agency which are provided to it and/or may be utilized by it in the performance of specific services except as reasonably within the scope of this Agreement and within the experience and expertise of SEI in providing engineering services.
- E. Should client be a Corporation or Partnership, the person signing this work order agrees to take full personal financial responsibility for the payment of the amounts specified herein and hereby waives right to personal property exemptions pursuant to collection thereof.
- F. In the event additional services beyond the scope of work listed above are required by Owner/Client, we shall perform these services for an amount equal to normal hourly charges on work actually performed upon approval by Owner/Client. We shall submit monthly invoices for services outlined in this agreement. Payment is due upon receipt of invoice. Finance charges of one, one-half percent (1.5%) will be added to any unpaid balance at the end of 30 days (APR 18%). When an invoice is 60 days in arrears, ENGINEER shall have the further right to discontinue further services and assess an additional 10% of the unpaid balance of \$100.00 minimum charge, whichever is greater, before providing further services of any kind to the subject project or CLIENT. Any inquiries about invoices should be made within 15 days of the invoice date.
- G. Either party may terminate this agreement with ten (10) days written notice. Outstanding fees for services performed prior to termination shall be due and payable upon termination. In the event that GDOT regulations applicable to the Project are amended prior commencement of the Project or if the services outlined in this proposal have not been authorized within thirty (30) days, fees quoted are subject to revision by SEI and approval by the CLIENT.
- H. Should the client be a 'Prime Consultant' where SEI is acting as a sub-consultant to the 'Prime Consultant' and the 'Prime Consultant' is a Corporation or partnership, working as consultant to the actual owner of the project, the representative signing this contract agrees that the company for which he is employed and represents will take full financial responsibility for the payment of the amounts specified herein regardless of whether or not the actual owner/developer of the

property pays the 'Prime Consultants' own invoices. Note: This clause does not exclude SEI's right to legally pursue the physical owner of the property in the event of non-payment by the Client or 'Prime Consultant.'

- I. All original papers, documents, electronic data and all work product and copies thereof, produced as a result of this contract shall remain the property of SEI and may be used by the SEI without further consent of the Client.
- J. Owner/Client shall pay SEI all costs and expenses incurred or paid by SEI in connection with the collection of any sums due hereunder, including without limitation, reasonable attorneys' fees of no less than 15% of the amount for which collection is sought.
- K. Under no circumstances shall either party be liable to the other party for any indirect, incidental, economic, special, punitive or consequential damages, whether for breach of contract, negligence, or under any other cause of action, that results from the relationship or the conduct of business contemplated herein.
- L. HIDDEN CONDITIONS: A structural condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If the SER has reason to believe that such a condition may exist, the client shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition upon SEI providing written notice to CLIENT and upon written approval by CLIENT prior to said inspection and correction.
- M. If (1) the client fails to authorize such investigation or correction after due notification, or (2) the SER has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition, and the SER shall not be responsible for the existing condition nor any resulting damages to persons or property.
- N. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia. The parties agree that in the event that any suit or proceeding is brought in connection with this Agreement, such suit or proceeding shall be brought in the Superior Court of Whitfield County, Georgia and the parties shall submit to the exclusive jurisdiction of such Court and waive any and all jurisdiction, venue, and inconvenient forum objections to such Court.
- O. NO WAIVER: The failure of ENGINEER to enforce, at any time or for any period of time, any one or more of the provisions of the CONTRACT shall not be construed to be, and shall not be, a waiver of any such provision or of its right thereafter to enforce each and every such provision.