



36 Courtland Street Suite B, Statesboro GA
30458
Phone: 912-764-7722
Email: wesley@parker-engineering.com

March 14th, 2024

Mr. Frank D'Arcangelo
DPR Architecture
12A E Grady Street
Statesboro, GA 30458

Re: Proposal PE24999, Marlow Fire Station

Dear Mr. D'Arcangelo,

Thank you for considering us to provide a proposal for engineering services. Parker Engineering understands that your client desires to construct a fire station and associated parking similar to the design of those recently designed for Effingham County. Based on that information, it is assumed that the disturbed area for the site is under 1 acre, thereby negating the need for NPDES permitting and EPD technical review. Additionally, Parker Engineering assumes that onsite sewage and onsite well extension will need to be permitted and likely designed through Effingham County Health Department. Also, Parker Engineering understands that the site will require boundary and topographic survey, which will be provided by Poythress Surveying. The client may contract directly with this firm. Further, Parker Engineering is aware that onsite wetlands flagging and potentially wetlands permitting is required. These services shall be provided by Resource Land Consultants under direct contract with the client. Finally, Parker Engineering understands that GDOT driveway encroachment permitting will be required. The following is a description of civil engineering services associated with this project.

A. SURVEYING (BY POYTHRESS SURVEYING)

- **Boundary Survey** – Perform a boundary survey of the site.
- **Topographic Survey** – Perform a survey of the site, locating marked utilities, impervious areas, and structures, and determining onsite elevations.

B. WETLANDS FLAGGING/PERMITTING (BY RESOURCE LAND CONSULTANTS)

- **Wetlands Flagging** – Delineate onsite wetlands.
- **Agency Verification and/or Coordination (RLC additional service)** – If required, coordinate as required with the USCOE to approve the delineated wetlands boundary.
- **Nationwide Permit (RLC additional service)** – If required, permit through the USCOE to obtain wetlands disturbance permitting.



C. LAYOUT (CONCEPTUAL PLAN)

- **Layout** – Develop conceptual plan and coordinate with the Architect and Effingham County. Upon sketch plan approval, develop staking plan.

D. PAVING, GRADING, DRAINAGE & EROSION CONTROL PLAN

- **Paving, Grading and Drainage Plan** – Design drainage system, provide a grading plan for the area surrounding the building and access to it, and perform drainage calculations to determine pipe sizes if necessary.
- **Stormwater Management Plan** – Design storm piping and detention, accounting for water quality and infiltration.
- **Hydrology Report** – Submit hydrology report to Effingham County.
- **Erosion Control Plan** – Prepare erosion control plans for the site with latest best management practices (BMP's).

E. UTILITY PLAN AND HEALTH DEPARTMENT PERMITTING

- **Septic and Drain Field Design**--Design new septic system (or modify existing septic system) in accordance with state health department standards subject to review by Effingham County health department. Coordinate with MEP for building stub-out location and size.
- **Well Extension/Design**—Design a water extension plan from an existing onsite well (or possibly design a new well) in accordance with state health department standards subject to review by Effingham County health department. Coordinate with MEP for building stub-out location and size.

F. GDOT DRIVEWAY ENCROACHMENT PERMITTING

- **GDOT Permitting** – (Driveway Encroachment Plan): Prepare driveway encroachment plans per GDOT standards.

G. ADDITIONAL SERVICES

- **Flood Plain Permitting** – If a portion of the proposed site must be located within the special hazard flood plain, design the site in accordance with Effingham County flood plain management standards.
- **Onsite Wetlands Encroachment Permitting Assistance** – If a portion of the proposed site must disturb wetlands, coordinate with Resource Land Consultants to provide exhibits for distribution to the USCOE.
- **NPDES/NOI Permitting and EPD Technical Review** – If the disturbed acreage exceeds one acre during specific design, assist the client with online EPD required Notice of Intent to



obtain NPDES permitting. Submit erosion control plans in accordance with the GSWCC checklist for EPD review.

EXCEPTIONS – The following items will not be covered by this proposal.

- As-Built surveying
- Inspections
- Testing
- Construction observation
- Construction staking
- Geotechnical analysis
- Off-site utility design and/or permitting

Parker Engineering will bill monthly based on the amount of work completed.

PROPOSED FEES

Item	Description	Fee
A	Surveying (Poythress Surveying)	\$3,000
B	Wetlands Flagging (RLC)	\$2,000
C	Layout (Conceptual Plan)	\$2,500
D	Paving, Grading, Drainage & Erosion Control Plan	\$13,800
E	Utility Plan and Health Department Permitting	\$2,500
F	GDOT Driveway Encroachment Permitting	\$3,750
	Sub-Total	\$27,550
G	Additional Services	
	Flood Plain Permitting	\$2,500
	Onsite Wetlands Encroachment Permitting Assistance	\$1,500
	NPDES/NOI Permitting	\$1,000
	GSWCC Erosion Control Technical Review	\$4,000
	Agency Verification/Coordination	\$4,100
	Nationwide Permit	\$5,000
	Total (with all additional services added)	\$45,650



Thank you for allowing us to present this proposal.

Sincerely,

A handwritten signature in blue ink that reads "Wesley Parker".

Wesley Parker, PE

CC: file

AGREEMENT

This AGREEMENT is attached to and made a part of the Letter of Agreement dated 3-21-2024, between **DPR ARCHITECTS** (Owner) and **PARKER ENGINEERING, LLC** (Engineer) and pertain to the project described therein.

1. OWNER'S RESPONSIBILITIES

- 1.1 The Owner shall make available access by the Engineer to public and private property as is required to perform such investigations as are appropriate to obtain data for development of the Project.
- 1.2 The Owner shall designate in writing a Representative for the work under this Agreement. The Owner's Representative shall have complete authority to transmit the Owner's instructions, policy and decisions pertaining to the project.
- 1.3 The Owner shall furnish, in writing, any limitations in the overall project budget. This information shall be furnished at the beginning of the project.
- 1.4 The Owner warrants that sufficient funds are available or will be available upon receipt of our invoices to make payment in full for the services rendered. Where necessary to the services to be performed, Owner agrees to furnish our company with all data, reports, maps, surveys, and other materials and information which are accessible to Owner regarding the property which is the subject of the services.



Owner warrants that no information material to the performance of the services has been withheld, and that all information provided to our company regarding the project and project location is complete and accurate to the best of the Owner's knowledge. Owner agrees to provide our company and its agents, subcontractors and consultants and their equipment a right of entry onto the project Site and permission to perform the services included in this agreement.

2. ENGINEER'S RESPONSIBILITIES

- 2.1 Services performed by the Engineer under this agreement will be performed in a manner consistent with the standard of care exercised by other members of the profession currently engaged in similar work in the area and practicing under similar conditions. No representation, either expressed or implied, or no guarantee or warranty is included or intended in this agreement except work we are contracted to perform and under our direct control.

3. ADDITIONAL SERVICES

- 3.1 Additional services will be provided upon written agreement signed by both parties. Additional Services shall be paid for by the Owner as provided in these AGREEMENT in addition to the compensation for the services described in the Letter Agreement. Any services not described in the Letter Agreement, shall be considered Additional Services
- 3.2 Payment for Additional Services shall be as agreed upon in writing by both parties. Payment shall be based on a lump sum derived from a definitive scope of work developed by the Owner and Engineer or on the basis of hourly rate and expenses. Time charges shall be at a rate of \$115 per hour. Reimbursable Expenses are as defined in ARTICLE 4 of these AGREEMENT.

4. PAYMENT TO THE ENGINEER

- 4.1 Billing will be accomplished monthly with payment due upon receipt of the Engineer's invoice. Payment will be considered overdue after fifteen (15) calendar



days from the invoice date. Work on projects with unpaid invoices forty (40) days old will automatically cease.

- 4.2 Owner recognizes that prompt payment of Engineer's invoices is an essential aspect of the overall consideration Engineer requires for providing service to Owner. Owner agrees to pay all charges not in dispute within 15 days of receipt of Engineer's invoice. Owner agrees that Engineer has the right to suspend or terminate service if undisputed charges are not paid within 40 days of receipt of Engineer's invoice, and Owner agrees to waive any claim against Engineer, and to indemnify, defend, and hold Engineer harmless from and against any claims arising from Engineer's suspension or termination due to Owner's failure to provide timely payment. Any charges held to be in dispute shall be called to Engineer's attention within ten days of receipt of Engineer's invoice.

5. CONSTRUCTION COST

- 5.1 It is recognized that neither the Engineer nor the Owner has control over the cost of labor, materials, or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions.

6. TERMINATION OF AGREEMENT

- 6.1 This agreement may be terminated by either party upon seven days written notice should the other party fail to substantially perform in accordance with its terms through no fault of the party initiating the termination.
- 6.2 This Agreement may be terminated by the Owner upon at least seven days written notice to the Engineer if the Project is permanently abandoned.
- 6.3 If the termination is not the fault of the Engineer, the Engineer shall be compensated for all services performed to termination date, together with Reimbursable Expenses then due.



7. ABANDONED OR SUSPENDED WORK

- 7.1 Nothing in this Agreement nor in any document, report or opinion of the Engineer shall infer or imply that the Engineer's Services will be furnished on a contingent basis.
- 7.2 If the Project or any part thereof is abandoned or suspended in whole or in part by the Owner for any reason other than for default by the Engineer, the Engineer shall be paid for all services performed prior to receipt of written notice from the Owner of such abandonment or suspension.

8. LIMITATION OF LIABILITY

- 8.1 Work to be performed and services rendered by the Engineer under this Agreement are intended for the sole benefit of the Owner. Nothing herein shall confer any rights upon others or shall refer any duty on the part of the Engineer to any person or persons not a party to this agreement including, but not limited to, any contractor, sub-contractor, supplier, or any agent, employee, insurer, or surety of such person or persons.
- 8.2 Limitation of Liability – Owner's remedies with respect to defects or deficiencies in our company's services which are correctable are limited to re-performance of such portion of the Services or refund of the amount of compensation paid to us for such portion of the services. It is agreed that Owner will limit any and all liability of the Engineer, its Agents or employees, to Owner on account of any other error or omission, whether in contract, tort (including negligence, whether sole or concurrent) or otherwise arising out of, connected with, or resulting from the services provided pursuant to this agreement to a sum not to exceed Sixty Thousand Dollars (\$60,000) or the amount of the total fee paid by Owner, whichever is greater.
- 8.3 Claims – In the event that Owner makes a claim against Engineer, at law or otherwise, for any alleged error, omission, or other act arising out of the performance of these professional services and Owner does not succeed in obtaining judgement thereon, or if legal action is brought by the Engineer against Owner to enforce any of the obligations hereunder and we succeed in obtaining judgement thereon, or if legal action is brought by the Engineer against Owner to enforce any of the obligations



hereunder and we succeed in obtaining judgement against Owner thereon, then, in either event, Owner shall pay all costs incurred by Engineer, including but not limited to staff time, attorney's fees, court costs and all other claim-related expenses.

- 8.4 The Engineer will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the Contractor's failures to carry out the Work in accordance with the Contract Documents or for the Contractor's failure to enforce safety requirements set forth by Federal, State and Local agencies. The Engineer will not be responsible for or have control or charge over acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

9. MISCELLANEOUS PROVISIONS

- 9.1 This Agreement shall be governed by the law of the principal place of business of the Engineer.
- 9.2 The Owner and the Engineer, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such party with respect to all covenants of this Agreement. Neither the Owner nor the Engineer shall assign, sublet, or transfer any interest in this Agreement without the written consent of the other.



This Agreement represents the entire and integrated agreement between the Owner and the Engineer and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Engineer.

Owner's Signature

Date

Frank D'Arcangelo, Owner
Name, Title

Engineer's Signature

3-21-24
Date

G. Wesley Parker
President