FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
ENGINEERING AND DESIGN SERVICES WITH
CORPORATE ENVIRONMENTAL RISK MANAGEMENT

This first amendment to Professional Services Agreement Engineering and Design Services with Corporate Environmental Risk Management ("Amendment") is made this _____ day of September 2024, by and between the **CITY OF STONECREST**, **GEORGIA** (the "City") and **Corporate Environmental Risk Management** ("Contractor").

W I T N E S S E T H

WHEREAS, the City and the Contractor are parties to Professional Services Agreement Engineering and Design Services dated August 12, 2024 (the "Contract").

WHEREAS, the City and the Contractor desire to amend the Contract as set forth below;

NOW, THEREFORE, for and in consideration of the mutual terms, conditions, and covenants, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. EXHIBIT A The following terms of the existing Contract is amended as follows:

EXHIBIT A is amended as set forth in the provisions attached hereto as Exhibit A and made a part by reference.

Section 2. Modification of Contract. Except as expressly amended herein or as necessary to carry out the terms of this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

Section 3. Entirety. This Amendment and any exhibits attached hereto are hereby incorporated into the Agreement and together herewith they contain the entire Agreement between the parties as to the matters contained therein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

Section 4. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall constitute the original, but all of which taken together shall constitute one and the same Amendment. PDF signatures shall constitute original signatures.

Section 5. Effective Date. That the Amendment will become effective 15 days after the

Execution Date.

IN WITNESS WHEREOF, said parties have hereunto set their seals and caused this Agreement to be executed and delivered by their duly authorized representatives the day and year written below.

Executed on behalf of:

CITY OF STONECREST, GEORGIA,

BY: _____

TITLE: Mayor

ATTEST (sign here): _____
Name (print): _____
DATE: _____

APPROVED AS TO FORM: _____
City Attorney

Executed on behalf of:

CORPORATE ENVIRONMENTAL RISK MANAGEMENT

BY (sign here):
Name (print):
Title:

[Corporate Seal]

ATTEST (sign here): _____

Name (print): _____
Title: _____

DATE: _____

EXHIBIT A

(ATTACHED)

C·E·R·M

June 24, 2021

Ms. Gia Scruggs
Finance Director
City of Stonecrest
3120 Stonecrest Blvd., Ste 190
Stonecrest, GA 30038

RE: **Proposal for Engineering and Design Services**
South River Stream Bank Restoration at Panola Shoals Trailhead
City of Stone Crest, GA
CERM Proposal No. 0421-0479

Dear Ms. Scruggs:

Corporate Environmental Risk Management (CERM) is pleased to submit this proposal for the referenced project. Our understanding of the project requirements is based on several meetings with you, site visits, and our experience with similar projects. The following will present our understanding of the project, scope of work, and our proposed associated costs to perform the stated scope of work.

1 PROJECT BACKGROUND

The City of Stonecrest and the South River Watershed Alliance (SRWA) seek to improve the condition of the South River Stream Bank at the Panola Shoals Trailhead. The project site is located at the southeast corner of the intersection between Panola Road and Snapfinger Road in DeKalb County. At this location, the South River crosses under Snapfinger Road and runs approximately parallel to Panola Rd. Sections of the stream embankment have eroded over time and continues to erode with every major rainfall event. According to the latest FEMA flood map, this area is inundated during a 100-year storm. The City of Stonecrest, the South River Watershed Alliance and other interested stakeholders, are concerned that if appropriate corrective measures are not initiated, the erosion will be a threat to an adjacent walking trail and public parking lot.

In 2020, CERM prepared and submitted a concept plan which addressed the stability concerns and provides an aesthetically pleasing design. The Concept Plan, shown as Exhibit A, includes the following features:

- Retaining walls
- Seat walls
- Gabion walls
- Landscape plan
- ADA access to the beach area
- Access for kayak launch

Since the completion of the concept plan, additional streambank failures have occurred, which will also be addressed during the proposed design phase. CERM will adhere to the concept approved by the City of Stonecrest and the SRWA which provides a permanent solution as well as a sustainable design by considering eco-friendly, locally sourced design materials and construction methods in executing this project.

CORPORATE HEADQUARTERS
1990 Lakeside Parkway, Suite 300 • Tucker, GA 30084
Phone: 678-999-0173 • Fax: 678-999-0186
cerm.com

2 SCOPE OF WORK

This proposal is the next step in providing engineering services to restore the eroded portions of streambank to prevent future erosion along critical areas near the walking trail and parking lot, while minimizing any negative environmental impacts to the river due to construction.

The project will be divided in three (3) phases to allow for client review and input at critical milestones throughout the project: (1) Preliminary Investigations, (2) 60% Design Development and (3) 100% Construction Documents/Permitting/Bid-Award. They will be developed and executed as appropriate, based on decisions made and input from the City of Stonecrest, SRWA, local reviewing agencies, jurisdictional environmental permitting agencies, and key stakeholders, as the project progresses.

Work Tasks

2.1 Project Administration and Coordination

This task includes administration of the prime contracts with the City of Stonecrest and sub-consultants. Under this task, the Project Manager, Yasmin Moreno, PE will ensure a seamless project team effort. The project manager will prepare a project management plan, project information sheet, develop the project design schedule, coordinate, and attend client/stakeholder design meetings, facilitate the quality control review processes, maintain continuous communication with the City of Stonecrest, subconsultants and prepare progress reports and invoices.

Deliverables: Project Design Schedule, Summary of meetings, invoices, copies of correspondence. Consultant will maintain project records and make such records available to the client.

2.2 Preliminary Investigation

2.2.1 Surveying

An updated survey will be required to verify any changes in the topography since the last survey was completed on June 6, 2020. Additionally, an updated survey is needed for US Army Corps of Engineers (USACE) permitting to determine the highwater elevation and for the GA Environmental Protection Agency to determine the stream buffer characteristics. The updated survey would provide updated topography, new site improvements, normal water level in the creek, flood elevations, trees, etc.

Deliverables: Updated Certified Field Survey of Project Site.

2.2.2 Geotechnical Investigation

To evaluate the subsurface conditions for the support of the anticipated retaining walls design and general site conditions, we propose drilling a total of eight (8) soil test borings. The number and depth of the borings are presented in the table shown on the next page.

Proposed Boring Location	Number of Boring	Depth (ft, begs)
Redi Rock Retaining Wall	2	50
Redi Rock Retaining Wall	2	30
Stone Boulder Wall	1	20
Gabion Retaining Wall	1	10
Sand Deposit Area	2	10

begs = below existing ground surface

The total soil test boring drilling footage will be 210 feet. The borings will be drilled to termination or auger refusal whichever comes first.

The soil test borings will be advanced by mud rotary hollow stem auger flights into the ground. Standard Penetration Tests (SPT) will be performed up to 2½-foot centers to a depth of 10 feet followed by 5-foot centers thereafter. Soil samples will be recovered for visual classification. The results of the penetration tests, when properly evaluated, provide an indication of the relative consistency of the soil being sampled, the potential for difficult excavation and the soil's ability to support loads. The soil cuttings that do not go back in the auger holes after backfilling will remain on site. No rock coring is planned for this project.

Laboratory testing will consist of Atterberg limits tests, particle size analyses without hydrometer, and natural moisture content determinations. The results of the laboratory tests will be summarized in a table.

State law requires that we notify GA Underground Protection Center (GA UPC) prior to commencing drilling activities. However, only those utility members affiliated with GA UPC will locate lines up to the point of service. All private lines will not be marked by the member utility companies. Therefore, the boring locations will be scanned within a limited radius of the proposed boring by a private utility company subcontracted to CERM. The use of a private utility locator to mark these borings is not 100% guarantee that all buried utilities will be identified due to depths, sizes, subsurface soil conditions, and other reasons beyond the control of the private utility locator. CERM and its subcontractors will not be responsible for damaging buried private utilities that were not marked or brought to our attention because of the previously described limitations associated with marking unknown utilities.

All permits and rights of access will be secured and provided by others prior to CERM commencing field work. Some rutting of the ground surface is expected due to the nature of the work. Repairing ruts made by the field crew is outside the scope of this work. Attempts will be made by the drill crew to minimize rutting during their work. Clearing with a bulldozer or similar machinery to provide access to the drill rig may be required for the site.

Following the evaluation of the field and laboratory data, CERM will issue a report which will describe our understanding of the proposed construction, methods of exploration employed, site and subsurface conditions encountered, and conclusions and recommendations for anticipated retaining walls. The recommendations will also cover site preparation, earthwork, groundwater control, difficult excavation conditions, and foundation design.

Deliverables: Geotechnical Report

2.3 60% Design Development and Initial Permit Coordination

Under this task, CERM will prepare 60% construction documents detailing the improvements. The package will include a cover sheet, general notes, existing conditions/survey control plan, site plan, typical details, wall profile, cross-sections, grading plan, erosion control plans, stormwater pollution prevention plan, and landscape plan and landscape details. CERM intends to refer to the Georgia Department of Transportation Standard Specifications 2013 Edition and will prepare supplemental specifications, as required. CERM will determine the appropriate bid items, methods of measurement and payment for the construction contract.

2.3.1 Quantity Take-offs and Estimates of Probable Construction Costs

Under this task, CERM will prepare an opinion of probable construction cost. This task will include detailed quantity take-offs commensurate with the design stage and unit pricing obtained from the Georgia Department of Transportation Construction Database and local sources as appropriate. CERM will prepare and submit to the City of Stonecrest an opinion of probable estimated construction cost at each design milestone.

2.3.2 Initial Permitting and Jurisdictional Coordination

This task will include the coordination with City of Stonecrest, the Georgia Environmental Protection Division (EPD) and the U.S Army Corps of Engineers to confirm development and general permitting requirements and processes relating to construction work within a major stream. CERM will prepare all required permit application documents, submit the documents and construction drawings, and meet with the reviewers as required to provide clarification and/or additional information.

Any project that involves the disturbance of 1.0-acre or more falls under the requirements of the National Pollutant Discharge Elimination System (NPDES) program and requires that a Notice of Intent be submitted to the GA EPD to initiate the permit review process. The Notice of Intent will outline the plan for erosion and stormwater management on the site during and after construction.

60% Deliverables: 60% electronic plan documents in PDF format (11x17 std plan size), Outline Std GA DOT specification specifications, special provisions, supplemental specifications, and estimates of probable construction costs. Pre-Application Meeting Notes and Sign in Sheets, correspondence as well as Permit Applications/Checklists and Documentation.

2.4 100% Construction Drawings and Specifications and Final Permitting and Bid Assistance

Under this task, CERM will prepare 100% construction documents incorporating all the comments gathered during the design development and initial permitting phase. The final plans will include all direction and requirements issued by the EPA, ACOE, Dekalb County and the City of Stonecrest. The package will include a cover sheet, general notes, existing conditions/survey control plan, site plan, typical details, wall profile, cross-sections, grading plan, erosion control plan, stormwater pollution prevention plan and landscape plan and landscape details. CERM intends to refer to the Georgia Department of Transportation Standard Specifications 2013 Edition and will prepare supplemental specifications, as required. CERM will determine the appropriate bid items, methods of measurement and payment for the construction contract.

2.4.1 Final Permitting

This task will include submitting 100% documents, checklist and supporting documents to obtain final permit approvals from the City of Stonecrest, the Georgia Environmental Protection Division (EPD) and the U.S Army Corps of Engineers.

2.4.2 Bid Award Phase

Under this task, CERM will attend one (1) pre-bid meeting with potential contractors, respond to contractor requests for information, prepare addenda, and compare bids (received from contractors) on behalf of the City of Stonecrest.

100% Deliverables: 100% electronic plan documents in PDF format (11x17 std plan size), Outline Std GA DOT specification specifications, special provisions, supplemental specifications and estimates of probable construction costs. Permitting Meeting Notes and Sign in Sheets, correspondence as well as Permit Applications/Checklists and Documentation and all approved permits.

2.5 Landscape Architecture Design and Coordination

Under this task, CERM will coordinate with Gjertson Design, LLC, a specialty design firm, which will provide landscape architecture design plans at 60% and 100% milestones.

2.6 Construction Administration

Under this task, CERM will provide construction administration services including attending one(1) pre-construction meeting, preparing addenda, responding to, up to 8 requests for information, reviewing contractor submittals and four (4) site inspections.

PROJECT SCHEDULE

CERM project schedule is shown in Exhibit B: Schedule

FEE STRUCTURE

Our fee is summarized below:

1.	Project Management	$	6,500
2.	Preliminary Investigations		
	a. Surveying	$	7,560
	b. Geotechnical Investigation	$	22,930
3.	60% Design Development/Initial Permit Coord.	$	28,040
4.	100% CD's/Final Permits/Bid-Award	$	30,340
5.	Landscape Architecture	$	16,840
6.	Construction Administration	$	12,720
PROJECT TOTAL		**$**	**124,930**

EXCLUSIONS

The following services are not included under this proposal.

1. Structural Design – It will be the responsibility of the contractor to design/build structural elements and provide shop drawings for review.
2. Any other services not included in the Scope of Work

CLOSURE

This proposal is valid for 60 days. Please contact our office if you have any questions or comments regarding this proposal. Thank you for this opportunity, and we look forward to working with your team on this important project for the City of Stonecrest and its stakeholders.

Best regards,
Corporate Environmental Risk Management

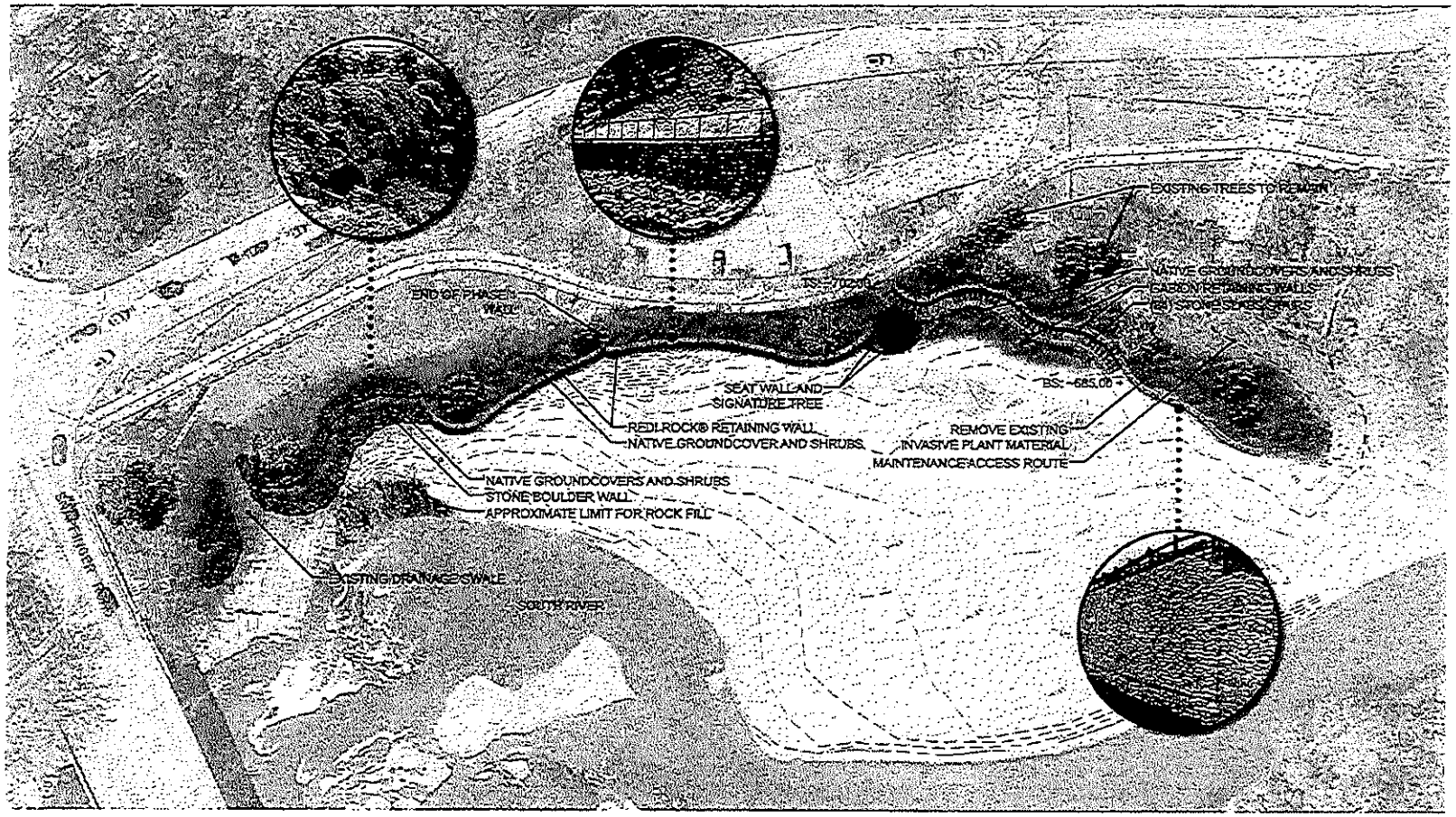
Yasmin Moreno, PE
Senior Project Manager

Kenneth A. Fluker

Digitally signed by Kenneth A. Fluker
DN: C=US, E=kfluker@cerm.com, O=Corporate Environmental Risk Management, LLC, CN=Kenneth A. Fluker
Reason: I have reviewed this document
Date: 2021.06.28 14:13:04-04'00'

Kenneth A. Fluker, P.E
Principal Engineer

Attachments: Exhibit A: Concept Plan
Exhibit B: Schedule



WK DICKSON
community infrastructure consultants

C-E-R-M

EXHIBIT A

PANOLA SHOALS RIVERBANK STABILIZATION AND RESTORATION PROJECT:

CONCEPTUAL RENDERING

N

SCALE: 1"=30'

Contract No. 21-0210-C0018-00

August 2, 2024

Ms. Gia Scruggs, MBA, CPM
City Manager
City of Stonecrest
3120 Stonecrest Blvd.,
Stonecrest, GA 30038
T: 770-224-0200
M: 470-542-0017
gscruggs@stonecrestga.gov

RE: **Proposal for Engineering of Record and Construction Engineering Inspection**
South River Stream Bank Restoration at Panola Shoals Trailhead
City of Stonecrest, GA
CERM Proposal No. 0724-01060

Dear Ms. Scruggs:

Corporate Environmental Risk Management (CERM) is pleased to submit this proposal for the referenced project. Our understanding of the project requirements is based on several meetings with you, site visits, and our experience with similar projects. The following will present our understanding of the project, scope of work, and our proposed associated costs to perform the stated scope of work.

1 PROJECT BACKGROUND

The City of Stonecrest has selected and awarded the construction of the above-referenced project to P.E Structures and Associates. This award is the final step in stabilizing the eroded streambank and strengthening critical areas near the walking trail and parking lot at the Panola Shoals Trailhead.

2 SCOPE OF WORK

CERM will serve as Engineer of Record for the project which requires CERM to provide engineering support and periodic construction engineering inspection services during the duration of the construction. A construction schedule has not been provided to CERM, however for the purposes of this proposal a 24 month construction schedule has been assumed.

CERM will provide engineering and inspection services during the construction of the Streambank Stabilization Project at Panola Shoals Trailhead. Scope will include attending construction meetings with contractor, preparing addenda, responding to RFI's, reviewing contractor submittals and conducting site inspections for conformance with the plans and specs. The following tasks are anticipated.

Work Tasks

2.1 Project Management

This task includes administration of this contract with the Client and coordination with project's sub-consultants. Under this task, the Project Manager will establish a seamless project team effort. The Project Manager will prepare a Project Management Plan, quality control plan, and communication plan, and a document control plan for maintaining approvals and communication with the Client, Contractor and Stakeholders.

2.2 Construction Coordination Meetings

We anticipate one (1) pre-construction meeting and bi-weekly construction meetings and (1) close-out meeting. All meetings are anticipated to be one hour in-person or virtual.

2.3 Submittals and Shop drawings

CERM will review shop drawings and submittals to ensure they align with the project's design intent, adhere to the permit requirements, and meet the project specifications. For this effort, we have assumed 40 hours for the civil site components and 20 hours for landscape components.

2.4 Requests for information (RFI's),

CERM will respond to 50 RFI's, design clarifications and requests to develop additional details during the construction. For this effort, we have assumed an average of 2-hours per RFI for the civil components. We have assumed 10 landscape RFI's

2.5 Record Documents

CERM will review As-built Drawings (provided by the Contractor) for concurrence with the contract documents and RFI's, addenda and design clarifications. CERM will attend and document the substantial completion inspection.

2.6 Construction Site Visits

We assume twelve (12) Construction Site Visits at 2-hours each for the civil components and eight (8) site visits for the landscaping components.

PROJECT SCHEDULE

We have assumed a construction schedule of 24 months.

FEE STRUCTURE

The fee for the scope outlined above is detailed in Exhibit A. Our services will be provided on a unit rate basis in accordance with the attached Exhibit A. Our efforts are a function of the contractor's actual schedule. Therefore, the cost of our services will depend on the actual number of requests for information (RFI's), site visits, and meetings required in order to perform the required work.

EXCLUSIONS

The following services are not included under this proposal.

1. Design – It will be the responsibility of the contractor to design/build structural elements and provide shop drawings for review.
2. As-Built Survey
3. Any other services not included in the Scope of Work

CLOSURE

This proposal is valid for 60 days. Please contact our office if you have any questions or comments regarding this proposal. Thank you for this opportunity, and we look forward to working with your team on this important project for the City of Stonecrest and its stakeholders.

Best regards,
Corporate Environmental Risk Management

Yasmin Moreno, PE
Senior Project Manager

Terrell S. Gibbs, PhD., PE*
Chief Operating Officer

Attachments: Exhibit A: Detailed Fee Breakdown

EXHIBIT A - CONSULTANT'S COMPENSATION PROPOSAL
TABLE C-5
BREAKDOWN OF NOT-TO-EXCEED REIMBURSABLE FEES

CONSTRUCTION ADMINISTRATION SERVICES FOR PANOLA SHOALS

Position:	SENIOR PROJECT MANAGER		REGISTERED CIVIL ENGINEER		LANDSCAPE ARCHITECT		SR. CONSTRUCTION INSPECTOR		GEOTECHNICAL ENGINEER		CADD SPECIALIST		PROJECT ACCOUNTANT		TOTAL		
Rate ($/Hour):	$230		$200		$200		$155		$185		$122		$131				
CERM	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	labor hours	Cost	Avg. Hourly Rate
Construction Administration Services																	
Project Management	48	$11,040	12	$2,400		$0		$0		$0		$0	24	$3,144	84	$16,584	$197.43
Client and Contractor Meetings (50 meetings) (@1hr/each)	50	$11,500	50	$10,000	50	$10,000		$0		$0				$0	150	$31,500	$210.00
Submittals and Shop Drawings		$0	40	$8,000	20	$4,000		$0		$0		$0		$0	60	$12,000	$200.00
Request for Information (RFI's) (50 @ 2 hrs/each)		$0	100	$20,000	10	$2,000		$0		$0	100	$12,200		$0	210	$34,200	$162.86
Record Documents	2	$460	8	$1,600	4	$800		$0		$0	8	$976		$0	22	$3,836	$174.36
Construction Site Visits (20) (@ 2hrs/each)		$0		$0	16	$3,200	24	$3,720		$0		$0		$0	40	$6,920	$173.00
Sub-Total CA Services	**100**	**$0**	**210**	**$0**	**100**	**$20,000**	**24**	**$3,720**	**0**	**$0**	**108**	**$13,176**	**24**	**$3,144**	**566**	**$105,040**	$185.58
Mileage and Reproduction:																**$2,500**	
TOTAL NTE FEE:																**$107,540**	