



March 2, 2025

Miglena "Maggie" Dimov
Acting City Manager
City of Stone Mountain
875 Main Street
Stone Mountain, GA 30083

mdimov@stonemountain.org

Re: McCurry Park storm drainage

LBGM Associates is pleased to submit this proposal for survey & Civil Engineering design services associated with the upgrade of storm sewer system in VFW Park in City of Stone Mountain, Georgia.

Proposed improvements base on support of funds from CBDG Block Grant Program via DeKalb County to provide,

- 30' x 80' Pavillion with lawn.
- Natural play area with play structure.
- Earth/mulch walking path [+/- 1,250 LF]
- Concrete apron for secondary entrance & new parking area.
- Fieldstone entry way & fence community garden.
- Drainage, stormwater & irrigation improvements.

**1000 Peachtree Industrial Blvd.
Suite 6-490, Suwanee, GA 30024**

PH: 770-312-2674

FAX: 770-682-6820

E-mail: lgenn@lbgmassociates.com

Scope of Services:**Survey of area of interest**

Survey of current conditions in support of proposed installation of storm sewer system including 3rd party utility locate. Property boundary will be limited to establishing right of way on Gordon Street. Offsite utilities as well as stormwater are excluded.

Google Maps

VFW Park Gordon St Stone Mountain



Imagery ©2025 Airbus, N

Concept Plan –

Using the field generated survey as a base map, concept plan will be prepared for review and comment by City. Comments will be incorporated as part of Land Disturbance Plan [LDP] design.

LDP Plan-

We will provide the following deliverables:

1. Cover sheet
2. Existing conditions plan.
3. Site Plan.
4. Grading & drainage plan.
5. Utility Plan.
6. Tree Protection Replacement Plans. [expanded to include additional plantings]
7. Erosion & sediment control plans.
8. Construction details.
9. Response to review comments.

Fees:

Survey with utility locate	\$ 4,850.00 LS
Civil Engineering /construction plans (1, 2, 3, 4, & 8)	\$ 18,850.00 LS
Utility plan (5)	\$ 2,750.00 LS
Tree & planting plans (6)	\$ 4,925.00 LS
Erosion Control plan & details (7)	\$ 2,575.00 LS
Addressing comments (9)	\$ 1,700.00 NTE
Meetings	\$ 3,800.00 NTE

TOTAL \$39,450.00

It is important to note that where "NTE" is used, only hours used will be billed. Therefore, our goal is to remain below that amount.

This proposal does not include direct expenses, which will be billed at cost plus 10%. Direct expenses include, but are not limited to, reproduction costs, courier services, mileage, telephone cost, etc. It is important to note that all regulatory permit fees are to be paid by Client.

Preliminary budget number for reimbursable expenses is \$500.00.

Not Included in this Proposal:

The following items are specifically excluded from the scope of services as defined prior. LBGM can provide these excluded services at additional costs to the Owner. LBGM would be pleased to provide a proposal for most of these services at the Owner's discretion.

1. Permitting.
2. Construction Administration.
3. Offsite utility improvements, including upgrades of existing facilities or line extensions to site.
4. Traffic studies or traffic impact studies.
5. Other permit applications not referenced above.
6. Phase I or II environmental studies.
7. Preparation of change orders and addenda.
8. Pavement design. Geotechnical study recommendation for pavement profile will be included in the Construction Documents.
9. Security Design.
10. Structural walls of any type.

TERMS AND CONDITIONS:

This Agreement shall be administered in accordance with the Terms and Conditions listed in Appendix "A" and the hourly rates listed in Appendix "B" attached hereto.

This document together with the exhibits identified herein constitutes the entire understanding between you and LBGM in respect to the Project and may only be modified in writing signed by both parties. Please sign and return the enclosed copy of this letter if this document satisfactorily sets forth the understanding of the arrangement between us. Receipt of the signed agreement will serve as our notice to proceed. This Proposal will be open for acceptance for twenty (20) days from the date of this letter.

We appreciate the opportunity to work with you on this project. Please contact us if you have any questions.

Sincerely,

LBGM ASSOCIATES, INC.



Larry A. Genn, P.E.

Accepted this _____ day of _____, 2025

By _____



APPENDIX "A" TERMS AND CONDITIONS

1. LBGM Associates, Inc. (hereinafter called "LBGM") shall perform the services defined in this Letter Agreement and Client agrees to pay LBGM for said services as set forth below.

2. All documents including Drawings and Specifications prepared by LBGM are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by LBGM for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to LBGM; and Client shall indemnify and hold harmless LBGM from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle LBGM to further compensation at rates to be agreed upon by Client and LBGM.

3. Client agrees to additionally compensate LBGM for services resulting from significant changes in general scope of Project, for revising previously accepted reports, studies, design documents, or Contract Documents, or for delays caused by others rather than LBGM.

4. Construction cost estimates prepared by LBGM represents LBGM's best judgment as professionals familiar with the construction industry. It is recognized, however, that LBGM has no control over cost of labor, materials, or equipment, over contractors' methods of determining bid prices, or over competitive bidding or market conditions. LBGM cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from cost estimates prepared by LBGM.

5. If requested by Client or if required by the scope of services of the Agreement, LBGM shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents. However, LBGM shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. LBGM shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, for the acts or omissions of the contractor, subcontractors, or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the Contract Documents.

6. Surveying will be provided as stated in the Agreement. Surveying provided on an hourly basis will be charged with a 4-hour minimum at the hourly rates in effect at the time the service is performed. Replacement of survey markers resulting from contractor disturbance or vandalism will be accomplished on an hourly basis.

7. The cost of permits, fees, toll telephone calls, courier service, reproduction of reports, Drawings, and Specifications, transportation in connection with the Project, and other out of pocket expenses will be reimbursed to LBGM by Client

at cost plus 10%.

8. LBGM shall submit monthly statements at a minimum for services rendered and for reimbursable expenses incurred. Statements will be based upon LBGM's time of billing. Payment is due upon receipt of LBGM's Statement. If Client fails to make any payment due LBGM for services and expenses within 30 days after the date of LBGM's statement therefore, the amounts due LBGM shall include a charge at the rate of 1.5% per month (18% per annum), or portion thereof, from said 30th day, and, in addition, LBGM may, after giving 7 days' written notice to Client, suspend services under this Agreement until LBGM has been paid in full all amounts due LBGM are collected through an attorney or collection agency, Client shall pay all fees and costs of collection.

9. This Agreement may be terminated by either party upon 30 days' written notice should the other party fail substantially to perform in accordance with its terms through no fault to the party initiating termination, or in the event Project is canceled. In the event of termination, LBGM shall be paid the compensation plus Reimbursable Expenses due for services performed to termination date.

10. This Agreement shall be governed by the laws of the State Georgia. Any liability associated with the progression of the design elements for the Client by LBGM shall be limited to the amount of the design fees.

11. The services to be performed by LBGM under this Agreement are intended solely for the benefit of the Client. Nothing contained herein shall confer any rights upon or create any duties on the part of LBGM toward any persons not a party to this Agreement including, but not limited to, any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

12. Client and LBGM each binds himself and his partners, successors, executors, administrators, and assigns to the other party to this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Neither Client nor LBGM shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other; however, LBGM may employ others to assist in the carrying out of duties under this Agreement.

**1000 Peachtree Industrial Blvd.
Suite 6-490, Suwanee, GA 30024**

PH: 770-312-2674

FAX: 770-682-6820

E-mail: lgenn@lbgmassociates.com



APPENDIX "B" HOURLY RATE

PRINCIPAL ENGINEER/LANDSCAPE ARCHITECT	\$ 265.00 – 285.00/HR
LAND SURVEYOR	\$ 265.00 – 285.00/HR
PROJECT MANAGER/SR PROJECT ENGINEER/ SR LANDSCAPE ARCHITECT	\$ 215.00 – 250.00/HR
SURVEY CREW	\$ 220.00 - 235.00/HR
PROJECT ENGINEER/DESIGNER/LANDSCAPE ARCHITECT	\$ 175.00 – 215.00/HR
CAD TECHNICIAN	\$ 135.00 – 155.00/HR
PERMIT SPECIALIST	\$ 115.00 – 125.00/HR
AMINISTRATION SUPPORT	\$ 95.00/HR
AUTO MILEAGE	\$ 0.70 /Mile
MISCELLANEOUS	COST PLUS 10%

2/25/2025

**1000 Peachtree Industrial Blvd.
Suite 6-490, Suwanee, GA 30024**

PH: 770-312-2674

FAX: 770-682-6820

E-mail: lgenn@lbgmassociates.com