

# The DeKalb County Board of Education

## Change Order to Contract for Architectural Services

<b>Project Name:</b>	<b>Fire Sprinkler Installations – Group A</b>
<b>Project #:</b>	101-423
<b>Amendment #:</b>	001
<b>Date:</b>	August 2, 2022

<b>Architect:</b>	<b>Cooper Carry</b> 191 Peachtree Street NE, Suite 2400      \$      Phone: 404-237-2000 Atlanta, GA 30303-1770 (hereinafter, "the Architect")
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<b>Project Description:</b>	New Fire Sprinkler Installation at Columbia High School, Dunaire Elementary, International Student Center, and Wadsworth Magnet.
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<b>Reason for Amendment:</b>	<b>Surveys and Flow Test at each facility, requested by the Interim COO.</b>
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<b>Scope of Work: (for this Amendment)</b>	<p><b>Wadsworth Magnet &amp; Dekalb International Student Center survey and flow test = \$35,695.00</b>  <b>Columbia HS &amp; Dunaire ES survey and flow test = \$90,732.00</b></p> <p><b>Total = \$126,427.00</b></p>
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<b>Required Submissions / Deliverables:</b>	<b>AutoCAD Civil 2019 file, PDF file, and hard copies of surveys.</b>
<b>Date:</b>	<b>9 weeks after written authorization</b>

<b>Owner Selections</b>	
<b>And Approvals Required:</b>	<b>N/A</b>

<b>Cost Breakdown (for this Amendment):</b>	<b>See above scope of work - \$126,427.00</b>
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<b>Contract Amount:</b>	Original Contract Amount:	\$ 521,916.45
	Previous Amendments:	\$ 0.00
	Current Contract Amount (with Amendment(s)):	\$ 521,916.45
	Amount of this Amendment:	\$ 126,427.00
	Revised Contract Amount:	\$ 648,343.45

<b>Attachments (Incorporated by Reference):</b>	
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***Signatures are included on the following page.***

All terms and conditions of the Standard Form of Contract for Architectural Services between the Architect and the DeKalb County Board of Education for the Midvale Elementary School Project remain in full force and effect as amended hereby.

Agreed to by the Architect:



08/03/2022

\_\_\_\_\_  
Sophia Tarkhan Cooper Carry  
Principal

\_\_\_\_\_  
Date

Recommended for Acceptance by Program Manger & Owner:

\_\_\_\_\_  
Mel Butler  
Program Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Richard Boyd  
Interim Chief Operations Officer

\_\_\_\_\_  
Date

**Approved by The DeKalb County Board of Education:**

\_\_\_\_\_  
Dr. Vasanne S. Tinsley  
Interim Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vickie Turner  
Board Chair

\_\_\_\_\_  
Date

<b>Board of Education Approval: (Required Over \$100,000)</b>	<b>Date: N/A</b>	<b>Item No.: N/A</b>
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# COOPER CARRY

PROPOSAL FOR ADDITIONAL SERVICES

AUGUST 2, 2022

GROUP A FIRE SPRINKLER INSTALLATION – DUNAIRE ELEMENTARY SCHOOL & COLUMBIA HIGH SCHOOL  
ATLANTA, GEORGIA  
DCSD PROJECT NO: 101-423  
DCSD COST CODE: SP5SAFSEC.10135.ARCHITECT  
CC PROJECT NO: 20210211

CLIENT:  
DEKALB COUNTY SCHOOL DISTRICT (DCSD)  
SAM A. MOSS CENTER  
1780 MONTREAL ROAD  
TUCKER, GA 30084

### PROJECT DESCRIPTION

The Owner has requested full site surveys for Dunaire Elementary School and Columbia High School.

### SCOPE OF SERVICES

Reference Attached Georgia Land Survey Proposals.

### QUALIFICATIONS AND CLARIFICATIONS OF SCOPE AND BASIC SERVICES

Reference Attached Georgia Land Survey Proposal. We recommend Georgia Land Survey for the survey of this project.

### COMPENSATION

Georgia Land Survey Surveyor Fee	\$ 80,234
Dunaire Flow Test	\$ 375
Columbia Flow Test	\$ 375
Eberly – Civil Fee	\$ 1,500
Cooper Carry Mark up	<u>\$ 8,248</u>
Total ADD	\$ 90,732

### SCHEDULE

It is understood that the services requested, once released will continue without interruption or delay.

A copy of this letter proposal signed by the Owner and COOPER CARRY will serve as an amendment to agreement for this Project. The terms of this Proposal shall be binding upon the Owner and COOPER CARRY and their respective heirs, executors, administrators, successors and assigns. If for any reason the Client fails to accept in writing this Proposal, any conduct by the Owner that recognizes the existence of a Contract pertaining to the subject matter of this Proposal shall constitute the Owner’s acceptance of the Proposal and all its terms and conditions. All attachments attached to this Proposal are expressly incorporated herein by reference.

OFFERED BY:  
COOPER CARRY, INC.

ACCEPTED BY:  
DeKalb County School District

191 Peachtree Street, NE  
Suite 2400  
Atlanta, Georgia 30303-1770

Name: Sophia B. Tarkhan  
Date: August 2, 2022  
Title: Principal

Name:  
Title:

Cc: Melinda Daniel

## Dunaire & Columbia

Survey  
8/2/2022

Item No.	Description	Specification Section	Travis Pruit & Associates	Incl	Terra Mark		Incl	Georgia Land Survey		Incl	Comments/Response
1	LSUM Fee for Dunaire ES		\$ 40,650.00	Y	22 Acres	\$ 34,200.00	Y	17.18	\$ 35,434.00	Y	
2	LSUM Fee Columbia		\$ 57,000.00	Y	34 Acres	\$ 50,100.00	Y	28 Acres	\$ 44,800.00	Y	
3	Hard Copies of Survey			Y			Y				
	PDF			Y			Y			Y	
4	AudoCAD Civil 3D 2019 File (DWG or Dxf)			Y			Y			Y	
5	Dunaire Schedule in Weeks			6.00			16.00			6.00	
6	Columbia Schedule in Weeks			9.00			16.00			8.00	
7											
8											
9											
12											
	<b>TOTAL</b>		\$ 97,650.00	15.00		\$ 84,300.00	32.00		\$ 80,234.00	14.00	



155 Cliftwood Drive; Atlanta, Georgia 30328  
(404) 255-4671 fax (404) 255-6607  
[info@glsurvey.com](mailto:info@glsurvey.com)

## PROPOSAL FOR SURVEYING SERVICES

**Client Name:** Atiba Nunnally with AECOM Program Management Team **Date quote sent** 7/15/2022  
DeKalb County School District SPLOST IV & V  
Cell (404) 723-1681 Office (678) 676-1555

**Subject Site Address:** 651 S. Indian Creek Drive; Stone Mountain, Georgia 30083 **Approx. 17.18 acres**  
Site is known as Dunaire Elementary School

### Scope of Work:

**Topography and Tree Location survey** which includes:

- A. Boundary survey (includes marking all property corners & setting new corners if missing)
- B. Error of closure shall be shown on the plat
- C. Drawing shall include title block, legend, date, revision block and appropriate notes
- D. Provide a legal description
- E. The survey shall show all physical conditions and restrictions on the site and adjacent properties within the limits of the survey.
  1. Encroachments onto our property from adjoining neighbors or onto neighbors from our property, if any
  2. Bearings and distances of each property line on subject site
  3. Area of property in square feet and acres
  4. Easements, rights-of-way
  5. Physical indication of boundaries such as monuments, markers and fences
  6. Setback lines, zoning and flood plain location
  7. Ownership and zoning of all adjacent parcels
  8. North arrow
  9. Buildings or structures on property or within 25' of the property line
  10. Streets, drives, roads, alleys, traffic signals, walls, curbs, bridges etc both on site and within 25' of the property lines
  11. Tree location: Hardwoods with 6" DBH and greater and Pines with 8" DBH and greater, decorative trees and shrubs. Indicate species and size of plant materials
  12. Show streams or other water courses along with any applicable buffers
  13. Underground utilities (as located by a subcontractor utility company)
  14. Sewers, storm and sanitary, and manholes or inlets on site or within 25' of property lines including type, size, material, invert, top elevation and direction of flow for each
  15. Location and size of gas and water mains and fire hydrants on site or within 25' of property lines
  16. Electric power and telephone lines, poles and guy wires or underground cable on site or within 25' of property lines
  17. Name, address and phone number of utility companies which will be providing services to the site
  18. Benchmark with relation to which all elevations were measured. Datum used shall be based on U.S.C. & G. and FEMA benchmarks
  19. Elevations over the entire property and to the opposite right-of-way of adjacent streets (1-foot contours)
  20. Elevations of drives, walks, walls, curbs, streets etc. and other structures or improvements; building finish floors at all ongrade doorways and landings
  21. Provide spot elevations along street frontages at bottom of curb and top of curb, every 50 feet
  22. AutoCAD drawing (available in PDF and DWG format, electronic and hard copies will be provided)

**Our total fee for this work will be approximately \$ 35,434.00 \* . Payment shall be due upon completion of the job, before plat is released (if applicable), unless alternate arrangements have been made and approved by Georgia Land Surveying Company. PAYMENT IS NOT CONTINGENT UPON CLOSING. In the event of default, you shall be liable for all costs of collection, including reasonable attorney's fees and court costs. Please note that all non-payment claims will be processed and tried in Fulton County, Georgia.**



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## PROPOSAL FOR SURVEYING SERVICES

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If any unforeseen issues arise that would affect pricing in any way, we will contact you first before proceeding with any additional work.

Our estimate of time required to complete this project unless inclement weather or other unforeseen circumstances delays our collection of the necessary field data or CAD work is 6 weeks (excluding any major holidays) \*\* after receipt of this proposal.

Should this proposal meet with your approval, please so indicate by signing in the space below and returning one copy to us by fax or email:

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Billing Address: \_\_\_\_\_  
(For company ordering the survey)

Client: \_\_\_\_\_  
(Individual placing the order)

Purchaser: \_\_\_\_\_  
(to whom the survey shall be certified) Date

\* Price quoted is valid for 3 months from issue date

\*\* Time-frame is valid for one week from issue date and is subject to change after one week based on the current schedule.



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## PROPOSAL FOR SURVEYING SERVICES

**Client Name:** Atiba Nunnally with AECOM Program Management Team **Date quote sent** 7/15/2022  
DeKalb County School District SPLOST IV & V  
Cell (404) 723-1681 Office (678) 676-1555

**Subject Site Address:** 2106 Columbia Drive; Decatur, Georgia 30032 **Approx. 28 acres**  
Site is known as Columbia High School

### Scope of Work:

**Topography and Tree Location survey** which includes:

- A. Boundary survey (includes marking all property corners & setting new corners if missing)
- B. Error of closure shall be shown on the plat
- C. Drawing shall include title block, legend, date, revision block and appropriate notes
- D. Provide a legal description
- E. The survey shall show all physical conditions and restrictions on the site and adjacent properties within the limits of the survey.
  1. Encroachments onto our property from adjoining neighbors or onto neighbors from our property, if any
  2. Bearings and distances of each property line on subject site
  3. Area of property in square feet and acres
  4. Easements, rights-of-way
  5. Physical indication of boundaries such as monuments, markers and fences
  6. Setback lines, zoning and flood plain location
  7. Ownership and zoning of all adjacent parcels
  8. North arrow
  9. Buildings or structures on property or within 25' of the property line
  10. Streets, drives, roads, alleys, traffic signals, walls, curbs, bridges etc both on site and within 25' of the property lines
  11. Tree location: Hardwoods with 6" DBH and greater and Pines with 8" DBH and greater, decorative trees and shrubs. Indicate species and size of plant materials
  12. Show streams or other water courses along with any applicable buffers
  13. Underground utilities (as located by a subcontractor utility company)
  14. Sewers, storm and sanitary, and manholes or inlets on site or within 25' of property lines including type, size, material, invert, top elevation and direction of flow for each
  15. Location and size of gas and water mains and fire hydrants on site or within 25' of property lines
  16. Electric power and telephone lines, poles and guy wires or underground cable on site or within 25' of property lines
  17. Name, address and phone number of utility companies which will be providing services to the site
  18. Benchmark with relation to which all elevations were measured. Datum used shall be based on U.S.C. & G. and FEMA benchmarks
  19. Elevations over the entire property and to the opposite right-of-way of adjacent streets (1-foot contours)
  20. Elevations of drives, walks, walls, curbs, streets etc. and other structures or improvements; building finish floors at all ongrade doorways and landings
  21. Provide spot elevations along street frontages at bottom of curb and top of curb, every 50 feet
  22. AutoCAD drawing (available in PDF and DWG format, electronic and hard copies will be provided)

**Our total fee for this work will be approximately \$ 44,800.00 \*. Payment shall be due upon completion of the job, before plat is released (if applicable), unless alternate arrangements have been made and approved by Georgia Land Surveying Company. PAYMENT IS NOT CONTINGENT UPON CLOSING. In the event of default, you shall be liable for all costs of collection, including reasonable attorney's fees and court costs. Please note that all non-payment claims will be processed and tried in Fulton County, Georgia.**



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## PROPOSAL FOR SURVEYING SERVICES

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If any unforeseen issues arise that would affect pricing in any way, we will contact you first before proceeding with any additional work.

Our estimate of time required to complete this project unless inclement weather or other unforeseen circumstances delays our collection of the necessary field data or CAD work is 8 weeks (excluding any major holidays) \*\* after receipt of this proposal.

Should this proposal meet with your approval, please so indicate by signing in the space below and returning one copy to us by fax or email:

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Billing Address: \_\_\_\_\_  
(For company ordering the survey)

Client: \_\_\_\_\_  
(Individual placing the order)

Purchaser: \_\_\_\_\_  
(to whom the survey shall be certified) Date

\* Price quoted is valid for 3 months from issue date

\*\* Time-frame is valid for one week from issue date and is subject to change after one week based on the current schedule.



July 14, 2022

Mr. Atiba Nunnally, Project Manager  
AECOM Program Management Team  
**DeKalb County School District SPLOST IV & V**  
Sam Moss Center, 1780 Montreal Rd  
Tucker, GA 30084

RE: **Professional Land Survey:** Dunaire Elementary School, 651 S Indian Creek Dr, Stone Mountain, Ga TM Proposal S220725

Dear Atiba:

In response to the RFP received July 12 from Antonio Sample with Eberly & Associates via email, please find below our scope and fee for completing the survey task to address your needs for the subject site located at 651 S Indian Creek Dr, Stone Mountain, lying within Land Lot 13, 18th District of DeKalb County, Georgia.

### **Section 1 (Methodology and Schedule)**

TerraMark anticipates using conventional field surveying methods for the completion of the Survey requirements. A final digital survey will be delivered in AutoCAD and a signed and sealed .PDF delivered for use by designers and staff of DeKalb County School District.

Our staff of three (3) Registered Land Surveyors and twenty-one (21) field and support personnel will not have any issue in completing the required work. We will endeavor to complete the proposed work and provide you with our deliverables for the subject site within **105-112 Calendar Days**, from Notice-to-Proceed.

### **Section 2 (Pricing)**

Below is our Scope of Service and Fee for the proposed work as outlined in the RFP.

1. **Boundary, Topographic, Tree and Utility Survey** - TerraMark will prepare a Boundary, Topographic, Tree and Utility Survey of the subject site (approximately 22 acres including overlap) in accordance to the Minimum Technical Standards of Georgia Survey Law. The survey will comply with the specifications contained within your email (attached) except the location of buried septic or fuel tanks or size of gas and water lines. The survey will be tied to the Georgia State Plane, West Zone, Coordinate System (NAD83 and NAVD88).

**Lump Sum Fee**

**\$ 31,900.00**



JOB NAME: Dekalb County Survey Specs DATE: 07/06/2022

JOB NO: TBD SURVEYOR:  T.B.D.

TYPE:  BOUNDARY;  TOPOGRAPHIC;  UTILITY

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- A. The survey shall be prepared in conformity with the minimum standards and requirements as provided by the State of Georgia Law governing the practice of professional engineering and surveying. Conformity to these requirements shall be stated on the drawings. Final surveys shall be sealed, signed, and dated.
- B. The error of closure shall be shown on the plat of the survey. Set corner markers as required by law.
- C. The survey shall be prepared at a scale appropriate for recording and clarity. The drawing shall include title block, legend, date, revision block, and appropriate notes.
- D. Provide a legal description on the drawing and in electronic format.
- E. The survey shall show all physical conditions and restrictions on the site and adjacent properties within the limits of the survey.
  1. All encroachments, deviations from description of subject property, or conflict with description of adjacent properties.
  2. Dimensioned length and bearing of each boundary; angles formed by boundaries at corners and changes in direction, land lot, district, block, unit, and zoning
  3. Area of property in square feet and acres, to nearest square foot and 0.001 acre.
  4. Easements, rights-of-way, proposed land transfers, or special uses required by deed restrictions or public regulations or existing by right of agreement or adverse possession.
  5. Any visible feature which may limit the use of land; location and dimensions of each of the foregoing; notes and certifications; sources of information.
  6. Physical indication of boundaries, such as monuments, markers, and fences;
  7. Set-back lines, zoning, and flood plain location

8. Ownership and zoning of adjacent properties.
9. North arrow and appropriate location coordinate system and grid ticks.
10. Buildings or structures  
on property or within 25' of the property line, with size, location, and brief description of each.
11. Streets, drives, roads, alleys, traffic, signals, walls, curbs, bridges, culverts, walks, steps, concrete pads, or paths,  
both on the site and within 25' of the property line with width, location, type and condition of each and name when applicable.
12. Trees-hardwoods – 6" diameter, pines 8" diameter or greater, decorative trees and shrubs. Indicate species and size of plant materials.
  - a. Meet the Clayton County tree protection ordinance requirements for survey.
  - b. Show, on a separate drawing layer, a circle at a scaled radius in feet equal to the tree trunk diameter in inches for each tree.
13. Springs, water courses, water surfaces and rock outcroppings. Show top of bank for streams at the location where vegetation has been stripped by water action.
14. Septic tanks, fuel tanks, all underground utilities, and other buried structures or sizeable objects, based on best available information.
15. Sewers, storm and sanitary, and manholes or inlets  
on or within 25' of the property, including type, size, material, location, invert elevations, top elevation and direction of flow of each. Include the first manhole downstream and upstream from the property.
16. Location and size of gas and water mains and fire hydrants  
on or within 25' of the property.
17. Electric power and telephone lines, poles, and guy wires or underground cable  
on or within 25' of the property.

18. Name, address and phone number of utility companies which will provide services to the site.
19. Location of and distance to nearest fire hydrant from which property may be served, if this information is not otherwise shown on survey.
20. Benchmark with relation to which all elevations were measured. Datum used shall be based on U.S.C. & G. and FEMA Benchmarks.
21. Elevations over the entire property and to the opposite right-of-way of adjacent streets, and a reasonable portion of adjacent properties where grading and drainage would be affected by the grade of such property, by accurately plotted contour lines at two foot (2') vertical contour intervals. Include all utilities within rights-of-way. Meet Georgia Department of Transportation specifications for surveys within State Rights-of-Way.
22. Elevations of drives, walks, walls, curbs, streets, etc., and other structures or improvements; building finish floors at all ongrade doorways and landings
23. Provide AutoCad File.
24. Provide spot elevations along street frontages at bottom of curb and top of curb, every 50 feet.



July 14, 2022

Mr. Atiba Nunnally, Project Manager  
AECOM Program Management Team  
**DeKalb County School District SPLOST IV & V**  
Sam Moss Center, 1780 Montreal Rd  
Tucker, GA 30084

RE: **Professional Land Survey:** Columbia High School, 2106 Columbia Dr, Decatur, Ga  
TM Proposal S220724

Dear Atiba:

In response to the RFP received this morning from Antonio Sample with Eberly & Associates via email, please find below our scope and fee for completing the survey task to address your needs for the subject site located at 2106 Columbia Dr, Decatur, lying within Land Lot 155, 15th District of DeKalb County, Georgia.

### **Section 1 (Methodology and Schedule)**

TerraMark anticipates using conventional field surveying methods for the completion of the Survey requirements. A final digital survey will be delivered in AutoCAD and a signed and sealed .PDF delivered for use by designers and staff of DeKalb County School District.

Our staff of three (3) Registered Land Surveyors and twenty-one (21) field and support personnel will not have any issue in completing the required work. We will endeavor to complete the proposed work and provide you with our deliverables for the subject site within **105-112 Calendar Days**, from Notice-to-Proceed.

### **Section 2 (Pricing)**

Below is our Scope of Service and Fee for the proposed work as outlined in the RFP.

1. **Boundary, Topographic, Tree and Utility Survey** - TerraMark will prepare a Boundary, Topographic, Tree and Utility Survey of the subject site (approximately 34 acres including overlap) in accordance to the Minimum Technical Standards of Georgia Survey Law. The survey will comply with the specifications contained within your email (attached) except the location of buried septic or fuel tanks or size of gas and water lines. The survey will be tied to the Georgia State Plane, West Zone, Coordinate System (NAD83 and NAVD88).

**Lump Sum Fee**

**\$ 47,600.00**



JOB NAME: Dekalb County Survey Specs DATE: 07/06/2022

JOB NO: TBD SURVEYOR:  T.B.D.

TYPE:  BOUNDARY;  TOPOGRAPHIC;  UTILITY

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- A. The survey shall be prepared in conformity with the minimum standards and requirements as provided by the State of Georgia Law governing the practice of professional engineering and surveying. Conformity to these requirements shall be stated on the drawings. Final surveys shall be sealed, signed, and dated.
- B. The error of closure shall be shown on the plat of the survey. Set corner markers as required by law.
- C. The survey shall be prepared at a scale appropriate for recording and clarity. The drawing shall include title block, legend, date, revision block, and appropriate notes.
- D. Provide a legal description on the drawing and in electronic format.
- E. The survey shall show all physical conditions and restrictions on the site and adjacent properties within the limits of the survey.
  1. All encroachments, deviations from description of subject property, or conflict with description of adjacent properties.
  2. Dimensioned length and bearing of each boundary; angles formed by boundaries at corners and changes in direction, land lot, district, block, unit, and zoning
  3. Area of property in square feet and acres, to nearest square foot and 0.001 acre.
  4. Easements, rights-of-way, proposed land transfers, or special uses required by deed restrictions or public regulations or existing by right of agreement or adverse possession.
  5. Any visible feature which may limit the use of land; location and dimensions of each of the foregoing; notes and certifications; sources of information.
  6. Physical indication of boundaries, such as monuments, markers, and fences;
  7. Set-back lines, zoning, and flood plain location

8. Ownership and zoning of adjacent properties.
9. North arrow and appropriate location coordinate system and grid ticks.
10. Buildings or structures  
on property or within 25' of the property line, with size, location, and brief description of each.
11. Streets, drives, roads, alleys, traffic, signals, walls, curbs, bridges, culverts, walks, steps, concrete pads, or paths,  
both on the site and within 25' of the property line with width, location, type and condition of each and name when applicable.
12. Trees-hardwoods – 6" diameter, pines 8" diameter or greater, decorative trees and shrubs. Indicate species and size of plant materials.
  - a. Meet the Clayton County tree protection ordinance requirements for survey.
  - b. Show, on a separate drawing layer, a circle at a scaled radius in feet equal to the tree trunk diameter in inches for each tree.
13. Springs, water courses, water surfaces and rock outcroppings. Show top of bank for streams at the location where vegetation has been stripped by water action.
14. Septic tanks, fuel tanks, all underground utilities, and other buried structures or sizeable objects, based on best available information.
15. Sewers, storm and sanitary, and manholes or inlets  
on or within 25' of the property, including type, size, material, location, invert elevations, top elevation and direction of flow of each. Include the first manhole downstream and upstream from the property.
16. Location and size of gas and water mains and fire hydrants  
on or within 25' of the property.
17. Electric power and telephone lines, poles, and guy wires or underground cable  
on or within 25' of the property.

18. Name, address and phone number of utility companies which will provide services to the site.
19. Location of and distance to nearest fire hydrant from which property may be served, if this information is not otherwise shown on survey.
20. Benchmark with relation to which all elevations were measured. Datum used shall be based on U.S.C. & G. and FEMA Benchmarks.
21. Elevations over the entire property and to the opposite right-of-way of adjacent streets, and a reasonable portion of adjacent properties where grading and drainage would be affected by the grade of such property, by accurately plotted contour lines at two foot (2') vertical contour intervals. Include all utilities within rights-of-way. Meet Georgia Department of Transportation specifications for surveys within State Rights-of-Way.
22. Elevations of drives, walks, walls, curbs, streets, etc., and other structures or improvements; building finish floors at all ongrade doorways and landings
23. Provide AutoCad File.
24. Provide spot elevations along street frontages at bottom of curb and top of curb, every 50 feet.



July 19, 2022

Via e-mail: [asample@eberly.net](mailto:asample@eberly.net)

Mr. Atiba Nunnally  
DeKalb County Schools  
678-676-1555  
% Antonio Sample  
Eberly & Associates, Inc.  
2951 Flowers Road South, Suite 119  
Atlanta, GA 30341

RE: Request for Proposal  
**Boundary, Topographic & Utility Survey**  
Dunaire Elementary School  
Proposal #P-22-5554

Dear Mr. Nunnally,

Thank you for the opportunity to submit this proposal for survey services. We look forward to working with Dekalb County Schools.

Travis Pruitt & Associates, Inc. proposes to provide a Boundary, Topographic & Utility Survey for the property shown on the attached exhibit. The survey will be prepared in accordance with the State of Georgia Technical Standards for Property Surveys. Review of a title commitment provided by the client or other ALTA/NSPS land title survey services may be provided as an additional service and billed on an hourly basis.

The survey will show the location of substantial visible improvements and utilities. Spot elevations will be determined at break points in grade, at approximately 50' intervals along paved linear features and as otherwise necessary to depict the ground surface. Two foot contours will be depicted. One temporary benchmark will be placed on the property and will be noted on the survey. In addition to the stated above, we will also abide by the requirements set forth in the DeKalb County School Specs sheet attached to this proposal.

We will subcontract with a qualified subsurface utility designator to mark and trace underground utilities. The designator will use radio signal equipment in the locating process to locate metallic utilities. Non-metallic utilities, roof drain lines, sanitary sewer lines and storm sewer lines will not be traced. Utility depths are not included in the scope of work. TPA, Inc. does not warrant the completeness and accuracy of the marking and tracing of these underground utilities.

The contracted utility locator will expend reasonable efforts to determine the actual location of all existing underground utilities within the project area. It is expressly understood by both parties that utilities may exist within the subject area, but not be marked or located, especially if no above ground evidence of the utility exists. The contracted utility locator will locate underground utilities solely as an accommodation and their markings/locates shall not be used for excavation. TPA, Inc. and the contracted utility locator

accepts no liability for ANY underground utilities that are not located or marked by the contracted utility locator.

The location of trees 6" and larger hardwoods, 8" and larger pines and decorative trees and shrub lines will be shown on the survey. The trees will be approximately identified and classified by common name with the size indicated as DBH. The horizontal location of trees should be considered approximate and will generally be shown within a tolerance of  $\pm 1'$ .

We will provide the following deliverables:

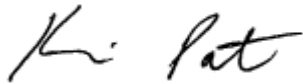
- 4 copies of the survey
- 1 PDF of the survey (via e-mail)
- AutoCAD Civil 3D 2019 file (dwg or dxf format)

Travis Pruitt and Associates, Inc. proposes a lump sum fee of \$40,650 total fees for our services. The survey will be delivered 6 weeks after the Notice to Proceed is received (weather permitting).

If the conditions of this proposal are acceptable, please sign the acceptance block below and return the executed proposal to my attention via e-mail (kpate@travispruitt.com). The executed proposal will serve as our Agreement and Notice to Proceed.

Sincerely,

**Travis Pruitt & Associates, Inc.**



Kevin Pate LSI  
Project Manager, LSI

Enclosures

ACCEPTED BY:

*BY SIGNING BELOW THE UNDERSIGNED REPRESENTS THAT HE/SHE IS DULY AUTHORIZED TO EXECUTE THIS BINDING AGREEMENT ON BEHALF OF THE CLIENT.*

Signature: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_

Corporate Seal (if applicable)

## TERMS & CONDITIONS

**Invoicing:** Invoicing will be biweekly based on the percentage of work completed.

**Reimbursable Expenses:** All printing, courier, and out-of-pocket expenses beyond those costs outlined in the scope of work will be considered reimbursable expenses and will be invoiced directly to the Client, in addition to the stated fee at cost plus 15%.

**Exclusions:** The services in this agreement do not include Zoning Certifications and Survey Inspection Reports, the review of multiple Title Commitments and review of Table A requirements beyond those listed in the scope of work. These services are available on a time spent basis or negotiated lump sum basis.

**Assignment:** Neither the Consultant nor the Client shall assign, sublet or subcontract the whole or any part of this Agreement without the express written consent of the other party. Any assignment made in violation of this Article shall be considered a material Breach of Contract.

**Governing Law:** The terms of this Agreement shall be construed and interpreted under and all respective rights and duties of the parties shall be governed by the laws of the State of Georgia.

**No Other Agreement:** All negotiations, proposals and agreements prior to the date of this Agreement are merged herein and superseded hereby, there being no agreements or understandings other than those written or specified herein unless otherwise specifically provided.

**Reuse of Documents:** Client shall not acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies) prepared by or bearing the seal of **Travis Pruitt & Associates, Inc.**; and shall not reuse any of them on extensions of the Project or any other use without written consent of **Travis Pruitt & Associates, Inc.**

**Instrument of Service:** Drawings, specifications, and other documents, including those in electronic form, prepared by the Consultant are Instruments of Service for use solely with respect to this Project. Unless otherwise provided, the Consultant shall be deemed the author and owner of the Consultant's Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

**Responsibility/ Extent of Liability:** Liability in connection with services performed under this Agreement shall be limited to the amount of earned fee and extend only to the Client and to contractors and sub-contractors on the Project should **Travis Pruitt & Associates, Inc.** commit negligent acts, errors or omissions. **Travis Pruitt & Associates, Inc.** will not be liable for any exemplary, punitive or consequential damages of any nature.

**Access to Site:** Client will arrange and provide such access to the site and work as is necessary for **Travis Pruitt & Associates, Inc.** to perform work. **Travis Pruitt & Associates, Inc.** will take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as a result of its work or the use of its equipment.

**Schedule:** Weather conditions may effect the schedule stated in the agreement and **Travis Pruitt & Associates, Inc.** reserves the right to adjust the schedule due to weather conditions or other delays beyond the control of **Travis Pruitt & Associates, Inc.**

**Prompt Payment:** Payment is due within fifteen (15) days of receipt of invoice in accordance with the terms and conditions specified in the Georgia Prompt Pay Act. Late payments may incur interest charges at the rate of 1.5 percent per month per the provisions specified in O.C.G.A. 7-4-16. Customer agrees to pay any collection costs, including reasonable attorney's fees in the amount of 15 percent of principal and interest owing, incurred by **Travis Pruitt & Associates, Inc.** on delinquent balances.

**Credit Card Payment:** Payments may be made with credit or debit cards (American Express, Visa, Mastercard, or Discover) and are subject to a 4% surcharge.

**Termination of Agreement:** The Owner or Consultant may terminate this Agreement upon seven (7) days written notice thereof should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Upon termination, all work performed by the Consultant shall be invoiced to the Owner based on time spent for work performed in accordance with the attached hourly rate schedule. All completed plans and studies will become property of the Owner.

**Terms of Agreement:** The terms of this Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

**Expiration:** This proposal is valid for a period of 30 days from the date of the proposal.

**TRAVIS PRUITT & ASSOCIATES, INC.**

**STANDARD HOURLY RATES**

Principal.....	\$250.00 per hour
Senior Project Manager .....	\$200.00 per hour
Project Manager.....	\$170.00 per hour
Engineer II.....	\$150.00 per hour
Engineer I.....	\$130.00 per hour
Civil Designer.....	\$110.00 per hour
Survey Technician .....	\$130.00 per hour
Survey Crew & Chief.....	\$170.00 per hour
3 Man Survey Crew .....	\$185.00 per hour
UAS Survey Crew.....	\$200.00 per hour
Land Planner.....	\$130.00 per hour
Landscape Architect.....	\$120.00 per hour
Environmental Scientist II .....	\$130.00 per hour
Environmental Scientist I .....	\$110.00 per hour
Technical Staff.....	\$ 90.00 per hour
Administrative.....	\$ 65.00 per hour
IT Services.....	\$150.00 per hour

**STANDARD PRINTING & REPRODUCTION RATES**

<u>Size</u>	<u>Color</u> (per copy)	<u>Black &amp; White</u> (per copy)
8 1/2" x 11"	\$0.85	\$0.21
11" x 17 "	\$2.00	\$0.42
18" x 24"	\$4.00	\$0.90
24" x 36"	\$8.00	\$1.80
30" x 42"	\$11.50	\$2.62

\* Black & white larger than 30x42 will be billed at the rate of \$0.30/sf; Color larger than 30x42 will be billed at the rate of \$1.33/sf

\*\* Mylar will be billed at the rate of \$2.50/sf

**MILEAGE RATES**

58.5 Cents / Per Mile

# Site Exhibit



JOB NAME: Dekalb County Survey Specs DATE: 07/06/2022

JOB NO: TBD SURVEYOR:  T.B.D.

TYPE:  BOUNDARY;  TOPOGRAPHIC;  UTILITY

---

- A. The survey shall be prepared in conformity with the minimum standards and requirements as provided by the State of Georgia Law governing the practice of professional engineering and surveying. Conformity to these requirements shall be stated on the drawings. Final surveys shall be sealed, signed, and dated.
- B. The error of closure shall be shown on the plat of the survey. Set corner markers as required by law.
- C. The survey shall be prepared at a scale appropriate for recording and clarity. The drawing shall include title block, legend, date, revision block, and appropriate notes.
- D. Provide a legal description on the drawing and in electronic format.
- E. The survey shall show all physical conditions and restrictions on the site and adjacent properties within the limits of the survey.
  1. All encroachments, deviations from description of subject property, or conflict with description of adjacent properties.
  2. Dimensioned length and bearing of each boundary; angles formed by boundaries at corners and changes in direction, land lot, district, block, unit, and zoning
  3. Area of property in square feet and acres, to nearest square foot and 0.001 acre.
  4. Easements, rights-of-way, proposed land transfers, or special uses required by deed restrictions or public regulations or existing by right of agreement or adverse possession.
  5. Any visible feature which may limit the use of land; location and dimensions of each of the foregoing; notes and certifications; sources of information.
  6. Physical indication of boundaries, such as monuments, markers, and fences;
  7. Set-back lines, zoning, and flood plain location

8. Ownership and zoning of adjacent properties.
9. North arrow and appropriate location coordinate system and grid ticks.
10. Buildings or structures  
on property or within 25' of the property line, with size, location, and brief description of each.
11. Streets, drives, roads, alleys, traffic, signals, walls, curbs, bridges, culverts, walks, steps, concrete pads, or paths,  
both on the site and within 25' of the property line with width, location, type and condition of each and name when applicable.
12. Trees-hardwoods – 6" diameter, pines 8" diameter or greater, decorative trees and shrubs. Indicate species and size of plant materials.
  - a. Meet the Clayton County tree protection ordinance requirements for survey.
  - b. Show, on a separate drawing layer, a circle at a scaled radius in feet equal to the tree trunk diameter in inches for each tree.
13. Springs, water courses, water surfaces and rock outcroppings. Show top of bank for streams at the location where vegetation has been stripped by water action.
14. Septic tanks, fuel tanks, all underground utilities, and other buried structures or sizeable objects, based on best available information.
15. Sewers, storm and sanitary, and manholes or inlets  
on or within 25' of the property, including type, size, material, location, invert elevations, top elevation and direction of flow of each. Include the first manhole downstream and upstream from the property.
16. Location and size of gas and water mains and fire hydrants  
on or within 25' of the property.
17. Electric power and telephone lines, poles, and guy wires or underground cable  
on or within 25' of the property.

18. Name, address and phone number of utility companies which will provide services to the site.
19. Location of and distance to nearest fire hydrant from which property may be served, if this information is not otherwise shown on survey.
20. Benchmark with relation to which all elevations were measured. Datum used shall be based on U.S.C. & G. and FEMA Benchmarks.
21. Elevations over the entire property and to the opposite right-of-way of adjacent streets, and a reasonable portion of adjacent properties where grading and drainage would be affected by the grade of such property, by accurately plotted contour lines at two foot (2') vertical contour intervals. Include all utilities within rights-of-way. Meet Georgia Department of Transportation specifications for surveys within State Rights-of-Way.
22. Elevations of drives, walks, walls, curbs, streets, etc., and other structures or improvements; building finish floors at all ongrade doorways and landings
23. Provide AutoCad File.
24. Provide spot elevations along street frontages at bottom of curb and top of curb, every 50 feet.



July 14, 2022

Via e-mail: [asample@eberly.net](mailto:asample@eberly.net)

Mr. Atiba Nunnally  
DeKalb County Schools  
678-676-1555  
% Antonio Sample  
Eberly & Associates, Inc.  
2951 Flowers Road South, Suite 119  
Atlanta, GA 30341

RE: Request for Proposal  
**Boundary, Topographic & Utility Survey**  
Columbia High School  
Proposal #P-22-5550

Dear Mr. Nunnally,

Thank you for the opportunity to submit this proposal for survey services. We look forward to working with DeKalb County Schools.

Travis Pruitt & Associates, Inc. proposes to provide a Boundary, Topographic & Utility Survey for the property shown on the attached exhibit. The survey will be prepared in accordance with the State of Georgia Technical Standards for Property Surveys. Review of a title commitment provided by the client or other ALTA/NSPS land title survey services may be provided as an additional service and billed on an hourly basis.

The survey will show the location of substantial visible improvements and utilities. Spot elevations will be determined at break points in grade, at approximately 50' intervals along paved linear features and as otherwise necessary to depict the ground surface. Two foot contours will be depicted. One temporary benchmark will be placed on the property and will be noted on the survey. In addition to the stated above, we will also abide by the requirements set forth in the DeKalb County School Specs sheet attached to this proposal.

We will subcontract with a qualified subsurface utility designator to mark and trace underground utilities. The designator will use radio signal equipment in the locating process to locate metallic utilities. Non-metallic utilities, roof drain lines, sanitary sewer lines and storm sewer lines will not be traced. Utility depths are not included in the scope of work. TPA, Inc. does not warrant the completeness and accuracy of the marking and tracing of these underground utilities.

The contracted utility locator will expend reasonable efforts to determine the actual location of all existing underground utilities within the project area. It is expressly understood by both parties that utilities may exist within the subject area, but not be marked or located, especially if no above ground evidence of the utility exists. The contracted utility locator will locate underground utilities solely as an accommodation and their markings/locates shall not be used for excavation. TPA, Inc. and the contracted utility locator accepts no liability for ANY underground utilities that are not located or marked by the contracted utility locator.

The location of trees 6" and larger hardwoods, 8" and larger pines and decorative trees and shrub lines will be shown on the survey. The trees will be approximately identified and classified by common name with the size indicated as DBH. The horizontal location of trees should be considered approximate and will generally be shown within a tolerance of ± 1'.

We will provide the following deliverables:


- 4 copies of the survey
- 1 PDF of the survey (via e-mail)
- AutoCAD Civil 3D 2019 file (dwg or dxf format)

Travis Pruitt and Associates, Inc. proposes a lump sum fee of \$57,000 total fee for our services. The survey will be delivered 9 weeks after the Notice to Proceed is received (weather permitting).

If the conditions of this proposal are acceptable, please sign the acceptance block below and return the executed proposal to my attention via e-mail (kpate@travispruitt.com). The executed proposal will serve as our Agreement and Notice to Proceed.

Sincerely,

**Travis Pruitt & Associates, Inc.**



Kevin Pate LSI  
Project Manager, LSI

Enclosures

ACCEPTED BY:

*BY SIGNING BELOW THE UNDERSIGNED REPRESENTS THAT HE/SHE IS DULY AUTHORIZED TO EXECUTE THIS BINDING AGREEMENT ON BEHALF OF THE CLIENT.*

Signature: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_

Corporate Seal (if applicable)

## TERMS & CONDITIONS

**Invoicing:** Invoicing will be biweekly based on the percentage of work completed.

**Reimbursable Expenses:** All printing, courier, and out-of-pocket expenses beyond those costs outlined in the scope of work will be considered reimbursable expenses and will be invoiced directly to the Client, in addition to the stated fee at cost plus 15%.

**Exclusions:** The services in this agreement do not include Zoning Certifications and Survey Inspection Reports, the review of multiple Title Commitments and review of Table A requirements beyond those listed in the scope of work. These services are available on a time spent basis or negotiated lump sum basis.

**Assignment:** Neither the Consultant nor the Client shall assign, sublet or subcontract the whole or any part of this Agreement without the express written consent of the other party. Any assignment made in violation of this Article shall be considered a material Breach of Contract.

**Governing Law:** The terms of this Agreement shall be construed and interpreted under and all respective rights and duties of the parties shall be governed by the laws of the State of Georgia.

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**Reuse of Documents:** Client shall not acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies) prepared by or bearing the seal of **Travis Pruitt & Associates, Inc.**; and shall not reuse any of them on extensions of the Project or any other use without written consent of **Travis Pruitt & Associates, Inc.**

**Instrument of Service:** Drawings, specifications, and other documents, including those in electronic form, prepared by the Consultant are Instruments of Service for use solely with respect to this Project. Unless otherwise provided, the Consultant shall be deemed the author and owner of the Consultant's Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

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**Access to Site:** Client will arrange and provide such access to the site and work as is necessary for **Travis Pruitt & Associates, Inc.** to perform work. **Travis Pruitt & Associates, Inc.** will take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as a result of its work or the use of its equipment.

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**Credit Card Payment:** Payments may be made with credit or debit cards (American Express, Visa, Mastercard, or Discover) and are subject to a 4% surcharge.

**Termination of Agreement:** The Owner or Consultant may terminate this Agreement upon seven (7) days written notice thereof should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Upon termination, all work performed by the Consultant shall be invoiced to the Owner based on time spent for work performed in accordance with the attached hourly rate schedule. All completed plans and studies will become property of the Owner.

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**Expiration:** This proposal is valid for a period of 30 days from the date of the proposal.

**TRAVIS PRUITT & ASSOCIATES, INC.**

**STANDARD HOURLY RATES**

Principal.....	\$250.00 per hour
Senior Project Manager .....	\$200.00 per hour
Project Manager.....	\$170.00 per hour
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Engineer I.....	\$130.00 per hour
Civil Designer.....	\$110.00 per hour
Survey Technician .....	\$130.00 per hour
Survey Crew & Chief.....	\$170.00 per hour
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UAS Survey Crew.....	\$200.00 per hour
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Environmental Scientist I .....	\$110.00 per hour
Technical Staff.....	\$ 90.00 per hour
Administrative.....	\$ 65.00 per hour
IT Services.....	\$150.00 per hour

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<u>Size</u>	<u>Color</u> (per copy)	<u>Black &amp; White</u> (per copy)
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30" x 42"	\$11.50	\$2.62

\* Black & white larger than 30x42 will be billed at the rate of \$0.30/sf; Color larger than 30x42 will be billed at the rate of \$1.33/sf  
\*\* Mylar will be billed at the rate of \$2.50/sf

**MILEAGE RATES**

58.5 Cents / Per Mile

# Site Exhibit



JOB NAME: Dekalb County Survey Specs DATE: 07/06/2022

JOB NO: TBD SURVEYOR:  T.B.D.

TYPE:  BOUNDARY;  TOPOGRAPHIC;  UTILITY

---

- A. The survey shall be prepared in conformity with the minimum standards and requirements as provided by the State of Georgia Law governing the practice of professional engineering and surveying. Conformity to these requirements shall be stated on the drawings. Final surveys shall be sealed, signed, and dated.
- B. The error of closure shall be shown on the plat of the survey. Set corner markers as required by law.
- C. The survey shall be prepared at a scale appropriate for recording and clarity. The drawing shall include title block, legend, date, revision block, and appropriate notes.
- D. Provide a legal description on the drawing and in electronic format.
- E. The survey shall show all physical conditions and restrictions on the site and adjacent properties within the limits of the survey.
  - 1. All encroachments, deviations from description of subject property, or conflict with description of adjacent properties.
  - 2. Dimensioned length and bearing of each boundary; angles formed by boundaries at corners and changes in direction, land lot, district, block, unit, and zoning
  - 3. Area of property in square feet and acres, to nearest square foot and 0.001 acre.
  - 4. Easements, rights-of-way, proposed land transfers, or special uses required by deed restrictions or public regulations or existing by right of agreement or adverse possession.
  - 5. Any visible feature which may limit the use of land; location and dimensions of each of the foregoing; notes and certifications; sources of information.
  - 6. Physical indication of boundaries, such as monuments, markers, and fences;
  - 7. Set-back lines, zoning, and flood plain location

8. Ownership and zoning of adjacent properties.
9. North arrow and appropriate location coordinate system and grid ticks.
10. Buildings or structures  
on property or within 25' of the property line, with size, location, and brief description of each.
11. Streets, drives, roads, alleys, traffic, signals, walls, curbs, bridges, culverts, walks, steps, concrete pads, or paths,  
both on the site and within 25' of the property line with width, location, type and condition of each and name when applicable.
12. Trees-hardwoods – 6" diameter, pines 8" diameter or greater, decorative trees and shrubs. Indicate species and size of plant materials.
  - a. Meet the Clayton County tree protection ordinance requirements for survey.
  - b. Show, on a separate drawing layer, a circle at a scaled radius in feet equal to the tree trunk diameter in inches for each tree.
13. Springs, water courses, water surfaces and rock outcroppings. Show top of bank for streams at the location where vegetation has been stripped by water action.
14. Septic tanks, fuel tanks, all underground utilities, and other buried structures or sizeable objects, based on best available information.
15. Sewers, storm and sanitary, and manholes or inlets  
on or within 25' of the property, including type, size, material, location, invert elevations, top elevation and direction of flow of each. Include the first manhole downstream and upstream from the property.
16. Location and size of gas and water mains and fire hydrants  
on or within 25' of the property.
17. Electric power and telephone lines, poles, and guy wires or underground cable  
on or within 25' of the property.

18. Name, address and phone number of utility companies which will provide services to the site.
19. Location of and distance to nearest fire hydrant from which property may be served, if this information is not otherwise shown on survey.
20. Benchmark with relation to which all elevations were measured. Datum used shall be based on U.S.C. & G. and FEMA Benchmarks.
21. Elevations over the entire property and to the opposite right-of-way of adjacent streets, and a reasonable portion of adjacent properties where grading and drainage would be affected by the grade of such property, by accurately plotted contour lines at two foot (2') vertical contour intervals. Include all utilities within rights-of-way. Meet Georgia Department of Transportation specifications for surveys within State Rights-of-Way.
22. Elevations of drives, walks, walls, curbs, streets, etc., and other structures or improvements; building finish floors at all ongrade doorways and landings
23. Provide AutoCad File.
24. Provide spot elevations along street frontages at bottom of curb and top of curb, every 50 feet.



# COOPER CARRY

PROPOSAL FOR ADDITIONAL SERVICES

JULY 25,2022

**GROUP A FIRE SPRINKLER INSTALLATION – WADSWORTH MAGNET & DEKALB INTERNATIONAL STUDENT CENTER  
ATLANTA, GEORGIA  
DCSD PROJECT NO: 101-423  
DCSD COST CODE: SP5SAFSEC.10135.ARCHITECT  
CC PROJECT NO: 20210211**

**CLIENT:  
DEKALB COUNTY SCHOOL DISTRICT (DCSD)  
SAM A. MOSS CENTER  
1780 MONTREAL ROAD  
TUCKER, GA 30084**

**PROJECT DESCRIPTION**

The Owner has requested full site surveys for Wadsworth Magnet School and DeKalb International Student Center.

**SCOPE OF SERVICES**

Reference Attached Terra Mark proposal.

**QUALIFICATIONS AND CLARIFICATIONS OF SCOPE AND BASIC SERVICES**

Reference Attached Terra Mark Proposal. We recommend Terra Mark for the survey of this project.

**COMPENSATION**

ACCURA Surveyor Fee	\$ 30,200
Allgood Flow Test	\$ 375
Brockett Flow Test	\$ 375
Eberly – Civil Fee	\$ 1,500
Cooper Carry Mark up	<u>\$ 3,245</u>
Total ADD	\$ 35,695

**SCHEDULE**

It is understood that the services requested, once released will continue without interruption or delay.

A copy of this letter proposal signed by the Owner and COOPER CARRY will serve as an amendment to agreement for this Project. The terms of this Proposal shall be binding upon the Owner and COOPER CARRY and their respective heirs, executors, administrators, successors and assigns. If for any reason the Client fails to accept in writing this Proposal, any conduct by the Owner that recognizes the existence of a Contract pertaining to the subject matter of this Proposal shall constitute the Owner’s acceptance of the Proposal and all its terms and conditions. All attachments attached to this Proposal are expressly incorporated herein by reference.

**OFFERED BY:  
COOPER CARRY, INC.**

**ACCEPTED BY:  
DeKalb County School District**

**191 Peachtree Street, NE  
Suite 2400  
Atlanta, Georgia 30303-1770**

Name: Sophia B. Tarkhan  
Date: July 25, 2022  
Title: Principal

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Cc: Melinda Daniel



### Wadsworth ES & DeKalb ISC

Survey  
7/25/2022

Item No.	Description	Specification Section	Travis Pruitt & Associates	Incl	Terra Mark		ACCURA	Incl	Comments/Response		
1	LSUM Fee Wadsworth		\$ 27,900.00	Y	11.7 Acres	\$ 15,000.00	Y	12 Acres	\$ 23,250.00	Y	
2	LSUM Fee DeKalb ISC		\$ 28,700.00	Y	12.7 Acres	\$ 15,200.00	Y	12 Acres	\$ 20,950.00	Y	
3	Hard Copies of Survey			Y			Y				
	PDF			Y			Y			Y	
4	AudoCAD Civil 3D 2019 File (DWG or Dxf)			Y			Y				
5	Wasworth Schdule in Weeks			6.00			8.00			6.00	
6	DeKalb ISC Schedule in Weeks			6.00			9.00			6.00	
7											
8											
9											
12											
	TOTAL		\$ 56,600.00	12.00		\$ 30,200.00	17.00		\$ 44,200.00	12.00	



July 8, 2022

Mr. Atiba Nunnally, Project Manager  
AECOM Program Management Team  
**DeKalb County School District SPLOST IV & V**  
Sam Moss Center, 1780 Montreal Rd  
Tucker, GA 30084

RE: **Professional Land Survey: DeKalb International Student Center, 3318 Midway Rd  
TM Proposal S220703**

Dear Atiba:

In response to the RFP received this morning from Antonio Sample with Eberly & Associates via email, please find below our scope and fee for completing the survey task to address your needs for the subject site located at 3318 Midway Road, lying within Land Lot 218, 15<sup>th</sup> District of DeKalb County, Georgia.

### **Section 1 (Methodology and Schedule)**

TerraMark anticipates using conventional field surveying methods for the completion of the Survey requirements. A final digital survey will be delivered in AutoCAD and a signed and sealed .PDF delivered for use by designers and staff of DeKalb County School District.

Our staff of three (3) Registered Land Surveyors and twenty-one (21) field and support personnel will not have any issue in completing the required work. We will endeavor to complete the proposed work and provide you with our deliverables for the subject site within **63 Calendar Days**, from Notice-to-Proceed.

### **Section 2 (Pricing)**

Below is our Scope of Service and Fee for the proposed work as outlined in the RFP.

1. **Boundary, Topographic, Tree and Utility Survey** - TerraMark will prepare a Boundary, Topographic, Tree and Utility Survey of the subject site (approximately 12 acres including overlap) in accordance to the Minimum Technical Standards of Georgia Survey Law. The survey will comply with the specifications contained within your email (attached) except the location of buried septic or fuel tanks or size of gas and water lines. The survey will be tied to the Georgia State Plane, West Zone, Coordinate System (NAD83 and NAVD88).

**Lump Sum Fee**

**\$ 12,700.00**



JOB NAME: Dekalb County Survey Specs DATE: 07/06/2022

JOB NO: TBD SURVEYOR:  T.B.D.

TYPE:  BOUNDARY;  TOPOGRAPHIC;  UTILITY

---

- A. The survey shall be prepared in conformity with the minimum standards and requirements as provided by the State of Georgia Law governing the practice of professional engineering and surveying. Conformity to these requirements shall be stated on the drawings. Final surveys shall be sealed, signed, and dated.
- B. The error of closure shall be shown on the plat of the survey. Set corner markers as required by law.
- C. The survey shall be prepared at a scale appropriate for recording and clarity. The drawing shall include title block, legend, date, revision block, and appropriate notes.
- D. Provide a legal description on the drawing and in electronic format.
- E. The survey shall show all physical conditions and restrictions on the site and adjacent properties within the limits of the survey.
  1. All encroachments, deviations from description of subject property, or conflict with description of adjacent properties.
  2. Dimensioned length and bearing of each boundary; angles formed by boundaries at corners and changes in direction, land lot, district, block, unit, and zoning
  3. Area of property in square feet and acres, to nearest square foot and 0.001 acre.
  4. Easements, rights-of-way, proposed land transfers, or special uses required by deed restrictions or public regulations or existing by right of agreement or adverse possession.
  5. Any visible feature which may limit the use of land; location and dimensions of each of the foregoing; notes and certifications; sources of information.
  6. Physical indication of boundaries, such as monuments, markers, and fences;
  7. Set-back lines, zoning, and flood plain location

8. Ownership and zoning of adjacent properties.
9. North arrow and appropriate location coordinate system and grid ticks.
10. Buildings or structures  
on property or within 25' of the property line, with size, location, and brief description of each.
11. Streets, drives, roads, alleys, traffic, signals, walls, curbs, bridges, culverts, walks, steps, concrete pads, or paths,  
both on the site and within 25' of the property line with width, location, type and condition of each and name when applicable.
12. Trees-hardwoods – 6" diameter, pines 8" diameter or greater, decorative trees and shrubs. Indicate species and size of plant materials.
  - a. Meet the Clayton County tree protection ordinance requirements for survey.
  - b. Show, on a separate drawing layer, a circle at a scaled radius in feet equal to the tree trunk diameter in inches for each tree.
13. Springs, water courses, water surfaces and rock outcroppings. Show top of bank for streams at the location where vegetation has been stripped by water action.
14. Septic tanks, fuel tanks, all underground utilities, and other buried structures or sizeable objects, based on best available information.
15. Sewers, storm and sanitary, and manholes or inlets  
on or within 25' of the property, including type, size, material, location, invert elevations, top elevation and direction of flow of each. Include the first manhole downstream and upstream from the property.
16. Location and size of gas and water mains and fire hydrants  
on or within 25' of the property.
17. Electric power and telephone lines, poles, and guy wires or underground cable  
on or within 25' of the property.

18. Name, address and phone number of utility companies which will provide services to the site.
19. Location of and distance to nearest fire hydrant from which property may be served, if this information is not otherwise shown on survey.
20. Benchmark with relation to which all elevations were measured. Datum used shall be based on U.S.C. & G. and FEMA Benchmarks.
21. Elevations over the entire property and to the opposite right-of-way of adjacent streets, and a reasonable portion of adjacent properties where grading and drainage would be affected by the grade of such property, by accurately plotted contour lines at two foot (2') vertical contour intervals. Include all utilities within rights-of-way. Meet Georgia Department of Transportation specifications for surveys within State Rights-of-Way.
22. Elevations of drives, walks, walls, curbs, streets, etc., and other structures or improvements; building finish floors at all ongrade doorways and landings
23. Provide AutoCad File.
24. Provide spot elevations along street frontages at bottom of curb and top of curb, every 50 feet.



July 8, 2022

Mr. Atiba Nunnally, Project Manager  
AECOM Program Management Team  
**DeKalb County School District SPLOST IV & V**  
Sam Moss Center, 1780 Montreal Rd  
Tucker, GA 30084

RE: **Professional Land Survey:** Wadsworth Magnet School, 3039 Santa Monica Dr  
**TM Proposal S220702**

Dear Atiba:

In response to the RFP received this morning from Antonio Sample with Eberly & Associates via email, please find below our scope and fee for completing the survey task to address your needs for the subject site located at 3039 Santa Monica Dr, lying within Land Lot 185, 18<sup>th</sup> District of DeKalb County, Georgia.

### **Section 1 (Methodology and Schedule)**

TerraMark anticipates using conventional field surveying methods for the completion of the Survey requirements. A final digital survey will be delivered in AutoCAD and a signed and sealed .PDF delivered for use by designers and staff of DeKalb County School District.

Our staff of three (3) Registered Land Surveyors and twenty-one (21) field and support personnel will not have any issue in completing the required work. We will endeavor to complete the proposed work and provide you with our deliverables for the subject site within **56 Calendar Days**, from Notice-to-Proceed.

### **Section 2 (Pricing)**

Below is our Scope of Service and Fee for the proposed work as outlined in the RFP.

1. **Boundary, Topographic, Tree and Utility Survey** - TerraMark will prepare a Boundary, Topographic, Tree and Utility Survey of the subject site (approximately 11.75 acres including overlap) in accordance to the Minimum Technical Standards of Georgia Survey Law. The survey will comply with the specifications contained within your email (attached) except the location of buried septic or fuel tanks or size of gas and water lines. The survey will be tied to the Georgia State Plane, West Zone, Coordinate System (NAD83 and NAVD88).

**Lump Sum Fee**

**\$ 12,500.00**



JOB NAME: Dekalb County Survey Specs DATE: 07/06/2022

JOB NO: TBD SURVEYOR:  T.B.D.

TYPE:  BOUNDARY;  TOPOGRAPHIC;  UTILITY

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- A. The survey shall be prepared in conformity with the minimum standards and requirements as provided by the State of Georgia Law governing the practice of professional engineering and surveying. Conformity to these requirements shall be stated on the drawings. Final surveys shall be sealed, signed, and dated.
- B. The error of closure shall be shown on the plat of the survey. Set corner markers as required by law.
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  2. Dimensioned length and bearing of each boundary; angles formed by boundaries at corners and changes in direction, land lot, district, block, unit, and zoning
  3. Area of property in square feet and acres, to nearest square foot and 0.001 acre.
  4. Easements, rights-of-way, proposed land transfers, or special uses required by deed restrictions or public regulations or existing by right of agreement or adverse possession.
  5. Any visible feature which may limit the use of land; location and dimensions of each of the foregoing; notes and certifications; sources of information.
  6. Physical indication of boundaries, such as monuments, markers, and fences;
  7. Set-back lines, zoning, and flood plain location

8. Ownership and zoning of adjacent properties.
9. North arrow and appropriate location coordinate system and grid ticks.
10. Buildings or structures  
on property or within 25' of the property line, with size, location, and brief description of each.
11. Streets, drives, roads, alleys, traffic, signals, walls, curbs, bridges, culverts, walks, steps, concrete pads, or paths,  
both on the site and within 25' of the property line with width, location, type and condition of each and name when applicable.
12. Trees-hardwoods – 6" diameter, pines 8" diameter or greater, decorative trees and shrubs. Indicate species and size of plant materials.
  - a. Meet the Clayton County tree protection ordinance requirements for survey.
  - b. Show, on a separate drawing layer, a circle at a scaled radius in feet equal to the tree trunk diameter in inches for each tree.
13. Springs, water courses, water surfaces and rock outcroppings. Show top of bank for streams at the location where vegetation has been stripped by water action.
14. Septic tanks, fuel tanks, all underground utilities, and other buried structures or sizeable objects, based on best available information.
15. Sewers, storm and sanitary, and manholes or inlets  
on or within 25' of the property, including type, size, material, location, invert elevations, top elevation and direction of flow of each. Include the first manhole downstream and upstream from the property.
16. Location and size of gas and water mains and fire hydrants  
on or within 25' of the property.
17. Electric power and telephone lines, poles, and guy wires or underground cable  
on or within 25' of the property.

18. Name, address and phone number of utility companies which will provide services to the site.
19. Location of and distance to nearest fire hydrant from which property may be served, if this information is not otherwise shown on survey.
20. Benchmark with relation to which all elevations were measured. Datum used shall be based on U.S.C. & G. and FEMA Benchmarks.
21. Elevations over the entire property and to the opposite right-of-way of adjacent streets, and a reasonable portion of adjacent properties where grading and drainage would be affected by the grade of such property, by accurately plotted contour lines at two foot (2') vertical contour intervals. Include all utilities within rights-of-way. Meet Georgia Department of Transportation specifications for surveys within State Rights-of-Way.
22. Elevations of drives, walks, walls, curbs, streets, etc., and other structures or improvements; building finish floors at all ongrade doorways and landings
23. Provide AutoCad File.
24. Provide spot elevations along street frontages at bottom of curb and top of curb, every 50 feet.



July 7, 2022

Atiba Nunnally  
Project Manager  
AECOM Program Management Team  
DeKalb County School District SPLOST IV & V

Re: **Wadsworth Magnet School (Group 1)**  
**3039 Santa Monica Drive**  
**Decatur, GA 30032**

Atiba,

Accura is pleased to submit the following proposal for land surveying services for the above noted project. The project includes a boundary and topographic survey per GA Minimum Technical Standards for Boundary & Topographic surveys. Also included is SUE QL-B services as well as a tree survey of all trees 6" in diameter and larger (DBH).

**SPECIFICATIONS:**

- Horizontal Datum – NAD 1983(2011)
- Vertical Datum – NAVD 1988
- Coordinate System - SPC GA WEST
- Vertical Criteria - Contour Interval – 1'
- Horizontal Criteria - Map Scale – 1" =50' (or smaller)
- Utility Survey – SUE QL-B
- Survey Area – 12 Acres (to far edge of pavement))

**SCOPE OF SERVICES:**

(Typical GA Topographic and Boundary Survey and also please see attached provided scope)

- Research adjoining property owners obtain current deeds and plats – obtain existing R/W plans
  - Utility research via 811 and utility owners
  - Set GPS control "pairs" (NAD 1983(2011), NAVD 1988, SPCS GA West 1985) via eGPS Solutions
  - Set project control & benchmarks
  - Field survey of existing individual tree w/ size and type\*
  - Field survey of terrain break lines and ground points (typ. DTM features)
  - Field survey of existing edge of pavements, back of curbs, sidewalks and centerlines
  - Field survey of existing buildings (w/ FFE), streams, signs, etc. (typ. topographic features)
  - Field survey of existing storm sewer systems (sizes, types and inverts)
  - Field survey of existing sanitary sewer systems (sizes, types and inverts)
  - Field survey of above ground "visible" utilities
  - CAD/DTM (including SUE QL-B)
- \* Deciduous or pine => 6" (DBH)

**ASSUMPTIONS:**

- Client to coordinate and provide access to site
- Utility test holes (SUE QL-A) are not anticipated nor included
- Pole Data Table/Sheet is not anticipated nor included
- Field survey of wetland flagging is not anticipated nor included
- Services outside the scope of this proposal will be provided (prior approval is required) as follows  
\$140/hour for PLS, \$110/hour for Survey/SUE Technician and \$140/hour for 2-person survey/SUE crew

*Accura Engineering and Consulting Services, Inc.*  
*3200 Presidential Drive Atlanta, Georgia 30340 Phone: 404.241.8722 Fax: 404.241.4577*

- Proposal is valid for 90 days

**FEE ESTIMATE:**

- \$23,250

**SCHEDULE:**

Weather and health permitting; we will perform the work described in the above Scope of Services as expeditiously as practical to meet the following schedule upon receipt of your written authorization to proceed.

- Six (6) weeks

**DELIVERABLES:**

- AutoCAD (with tin file) and sealed PDF digital files per GA Minimum Technical Standards for Boundary & Topographic surveys.

**ATTACHMENT:**

- Provided survey scope including survey area requirements (3 pages)

If you or your staff have questions concerning this proposal, please feel free to contact me at your convenience. Thank you for the opportunity to propose on this project and we look forward to working with you on this important project.

Respectfully submitted,

**Accura Engineering**



**Ron Pate, PLS, EIT**

[rpate@accura.com](mailto:rpate@accura.com)

**Direct: 470.225.6038**

**Cell: 404.904.2931**

**Incorporated herein:** Locating underground utilities is not an exact science. Therefore, Accura expresses no guarantees that using one or any of the available technologies for identifying utilities/structures will identify all utilities/structures and/or meet the objective of each individual project. Client understands that limitations within the available technology, the complexity of site conditions and circumstances beyond the control of Accura may limit the performance/results of Accura's services. The services provided by Accura shall be performed in accordance with generally accepted professional practices as related to the nature of services performed. Accura cannot guarantee that all utilities within any given survey area will be identified as a result of inherent limitations within the technology and existing site conditions. Project Owners, Client and any of its subcontractors shall hold harmless and indemnify Accura against any and all losses as a result of inability to locate or mis-locate due to limitations within the available technology, the complexity of site conditions and circumstances beyond its control, but not against negligence on the part of Accura or its employees. Hand digging is required in all situations when excavating within 24" of Accura's markings.

JOB NAME: Dekalb County Survey Specs DATE: 07/06/2022

JOB NO: TBD SURVEYOR:  T.B.D.

TYPE:  BOUNDARY;  TOPOGRAPHIC;  UTILITY

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8. Ownership and zoning of adjacent properties.
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on property or within 25' of the property line, with size, location, and brief description of each.
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22. Elevations of drives, walks, walls, curbs, streets, etc., and other structures or improvements; building finish floors at all ongrade doorways and landings
23. Provide AutoCad File.
24. Provide spot elevations along street frontages at bottom of curb and top of curb, every 50 feet.



July 7, 2022

Atiba Nunnally  
Project Manager  
AECOM Program Management Team  
DeKalb County School District SPLOST IV & V

Re: **DeKalb International Student Center (Group 1)**  
**3318 Midway Road**  
**Decatur, GA 30032**

Atiba,

Accura is pleased to submit the following proposal for land surveying services for the above noted project. The project includes a boundary and topographic survey per GA Minimum Technical Standards for Boundary & Topographic surveys. Also included is SUE QL-B services as well as a tree survey of trees 6" in diameter and larger (DBH).

**SPECIFICATIONS:**

- Horizontal Datum – NAD 1983(2011)
- Vertical Datum – NAVD 1988
- Coordinate System - SPC GA WEST
- Vertical Criteria - Contour Interval – 1'
- Horizontal Criteria - Map Scale – 1" =50' (or smaller)
- Utility Survey – SUE QL-B
- Survey Area – 12 Acres (to far edge of pavement))

**SCOPE OF SERVICES:**

(Typical GA Topographic and Boundary Survey and also please see attached provided scope)

- Research adjoining property owners obtain current deeds and plats – obtain existing R/W plans
  - Utility research via 811 and utility owners
  - Set GPS control "pairs" (NAD 1983(2011), NAVD 1988, SPCS GA West 1985) via eGPS Solutions
  - Set project control & benchmarks
  - Field survey of existing individual tree w/ size and type\*
  - Field survey of terrain break lines and ground points (typ. DTM features)
  - Field survey of existing edge of pavements, back of curbs, sidewalks and centerlines
  - Field survey of existing buildings (w/ FFE), streams, signs, etc. (typ. topographic features)
  - Field survey of existing storm sewer systems (sizes, types and inverts)
  - Field survey of existing sanitary sewer systems (sizes, types and inverts)
  - Field survey of above ground "visible" utilities
  - CAD/DTM (including SUE QL-B)
- \* Deciduous or pine => 6" (DBH)

**ASSUMPTIONS:**

- Client to coordinate and provide access to site
- Utility test holes (SUE QL-A) are not anticipated nor included
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- Services outside the scope of this proposal will be provided (prior approval is required) as follows  
\$140/hour for PLS, \$110/hour for Survey/SUE Technician and \$140/hour for 2-person survey/SUE crew

*Accura Engineering and Consulting Services, Inc.*  
*3200 Presidential Drive Atlanta, Georgia 30340 Phone: 404.241.8722 Fax: 404.241.4577*

- Proposal is valid for 90 days

**FEE ESTIMATE:**

- \$20,950

**SCHEDULE:**

Weather and health permitting; we will perform the work described in the above Scope of Services as expeditiously as practical to meet the following schedule upon receipt of your written authorization to proceed.

- Six (6) weeks

**DELIVERABLES:**

- AutoCAD (with tin file) and sealed PDF digital files per GA Minimum Technical Standards for Boundary & Topographic surveys.

**ATTACHMENT:**

- Provided survey scope including survey area requirements (3 pages)

If you or your staff have questions concerning this proposal, please feel free to contact me at your convenience. Thank you for the opportunity to propose on this project and we look forward to working with you on this important project.

Respectfully submitted,

**Accura Engineering**



**Ron Pate, PLS, EIT**

[rpate@accura.com](mailto:rpate@accura.com)

**Direct: 470.225.6038**

**Cell: 404.904.2931**

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JOB NAME: Dekalb County Survey Specs DATE: 07/06/2022

JOB NO: TBD SURVEYOR:  T.B.D.  \_\_\_\_\_

TYPE:  BOUNDARY;  TOPOGRAPHIC;  UTILITY

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on property or within 25' of the property line, with size, location, and brief description of each.
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both on the site and within 25' of the property line with width, location, type and condition of each and name when applicable.
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on or within 25' of the property, including type, size, material, location, invert elevations, top elevation and direction of flow of each. Include the first manhole downstream and upstream from the property.
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17. Electric power and telephone lines, poles, and guy wires or underground cable  
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23. Provide AutoCad File.
24. Provide spot elevations along street frontages at bottom of curb and top of curb, every 50 feet.



July 8, 2022

Via e-mail: [asample@eberly.net](mailto:asample@eberly.net)

Mr. Atiba Nunnally  
DeKalb County Schools  
678-676-1555  
% Antonio Sample  
Eberly & Associates, Inc.  
2951 Flowers Road South, Suite 119  
Atlanta, GA 30341

RE: Request for Proposal  
**Boundary, Topographic & Utility Survey**  
Wadsworth Elementary School  
Proposal #P-22-5535

Dear Mr. Nunnally,

Thank you for the opportunity to submit this proposal for survey services. We look forward to working with DeKalb County Schools.

Travis Pruitt & Associates, Inc. proposes to provide a Boundary, Topographic & Utility Survey for the property shown on the attached exhibit. The survey will be prepared in accordance with the State of Georgia Technical Standards for Property Surveys. Review of a title commitment provided by the client or other ALTA/NSPS land title survey services may be provided as an additional service and billed on an hourly basis.

The survey will show the location of substantial visible improvements and utilities. Spot elevations will be determined at break points in grade, at approximately 50' intervals along paved linear features and as otherwise necessary to depict the ground surface. Two foot contours will be depicted. One temporary benchmark will be placed on the property and will be noted on the survey. In addition to the stated above, we will also abide by the requirements set forth in the DeKalb County School Specs sheet attached to this proposal.

We will subcontract with a qualified subsurface utility designator to mark and trace underground utilities. The designator will use radio signal equipment in the locating process to locate metallic utilities. Non-metallic utilities, roof drain lines, sanitary sewer lines and storm sewer lines will not be traced. Utility depths are not included in the scope of work. TPA, Inc. does not warrant the completeness and accuracy of the marking and tracing of these underground utilities.

The contracted utility locator will expend reasonable efforts to determine the actual location of all existing underground utilities within the project area. It is expressly understood by both parties that utilities may exist within the subject area, but not be marked or located, especially if no above ground evidence of the utility exists. The contracted utility locator will locate underground utilities solely as an accommodation and their markings/locates shall not be used for excavation. TPA, Inc. and the contracted utility locator

accepts no liability for ANY underground utilities that are not located or marked by the contracted utility locator.

The location of trees 6" and larger hardwoods, 8" and larger pines and decorative trees and shrub lines will be shown on the survey. The trees will be approximately identified and classified by common name with the size indicated as DBH. The horizontal location of trees should be considered approximate and will generally be shown within a tolerance of ± 1'.

We will provide the following deliverables:

- 4 copies of the survey
- 1 PDF of the survey (via e-mail)
- AutoCAD Civil 3D 2019 file (dwg or dxf format)

Travis Pruitt and Associates, Inc. proposes a lump sum fee of \$27,900 for our services. The survey will be delivered 6 weeks after the Notice to Proceed is received (weather permitting).

If the conditions of this proposal are acceptable, please sign the acceptance block below and return the executed proposal to my attention via e-mail (bphelts@travispruitt.com). The executed proposal will serve as our Agreement and Notice to Proceed.

Sincerely,

**Travis Pruitt & Associates, Inc.**



Brian Phelts  
Project Manager

Enclosures

ACCEPTED BY:

*BY SIGNING BELOW THE UNDERSIGNED REPRESENTS THAT HE/SHE IS DULY AUTHORIZED TO EXECUTE THIS BINDING AGREEMENT ON BEHALF OF THE CLIENT.*

Signature: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_

Corporate Seal (if applicable)

## TERMS & CONDITIONS

**Invoicing:** Invoicing will be biweekly based on the percentage of work completed.

**Reimbursable Expenses:** All printing, courier, and out-of-pocket expenses beyond those costs outlined in the scope of work will be considered reimbursable expenses and will be invoiced directly to the Client, in addition to the stated fee at cost plus 15%.

**Exclusions:** The services in this agreement do not include Zoning Certifications and Survey Inspection Reports, the review of multiple Title Commitments and review of Table A requirements beyond those listed in the scope of work. These services are available on a time spent basis or negotiated lump sum basis.

**Assignment:** Neither the Consultant nor the Client shall assign, sublet or subcontract the whole or any part of this Agreement without the express written consent of the other party. Any assignment made in violation of this Article shall be considered a material Breach of Contract.

**Governing Law:** The terms of this Agreement shall be construed and interpreted under and all respective rights and duties of the parties shall be governed by the laws of the State of Georgia.

**No Other Agreement:** All negotiations, proposals and agreements prior to the date of this Agreement are merged herein and superseded hereby, there being no agreements or understandings other than those written or specified herein unless otherwise specifically provided.

**Reuse of Documents:** Client shall not acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies) prepared by or bearing the seal of **Travis Pruitt & Associates, Inc.**; and shall not reuse any of them on extensions of the Project or any other use without written consent of **Travis Pruitt & Associates, Inc.**

**Instrument of Service:** Drawings, specifications, and other documents, including those in electronic form, prepared by the Consultant are Instruments of Service for use solely with respect to this Project. Unless otherwise provided, the Consultant shall be deemed the author and owner of the Consultant's Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

**Responsibility/ Extent of Liability:** Liability in connection with services performed under this Agreement shall be limited to the amount of earned fee and extend only to the Client and to contractors and sub-contractors on the Project should **Travis Pruitt & Associates, Inc.** commit negligent acts, errors or omissions. **Travis Pruitt & Associates, Inc.** will not be liable for any exemplary, punitive or consequential damages of any nature.

**Access to Site:** Client will arrange and provide such access to the site and work as is necessary for **Travis Pruitt & Associates, Inc.** to perform work. **Travis Pruitt & Associates, Inc.** will take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as a result of its work or the use of its equipment.

**Schedule:** Weather conditions may effect the schedule stated in the agreement and **Travis Pruitt & Associates, Inc.** reserves the right to adjust the schedule due to weather conditions or other delays beyond the control of **Travis Pruitt & Associates, Inc.**

**Prompt Payment:** Payment is due within fifteen (15) days of receipt of invoice in accordance with the terms and conditions specified in the Georgia Prompt Pay Act. Late payments may incur interest charges at the rate of 1.5 percent per month per the provisions specified in O.C.G.A. 7-4-16. Customer agrees to pay any collection costs, including reasonable attorney's fees in the amount of 15 percent of principal and interest owing, incurred by **Travis Pruitt & Associates, Inc.** on delinquent balances.

**Credit Card Payment:** Payments may be made with credit or debit cards (American Express, Visa, Mastercard, or Discover) and are subject to a 4% surcharge.

**Termination of Agreement:** The Owner or Consultant may terminate this Agreement upon seven (7) days written notice thereof should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Upon termination, all work performed by the Consultant shall be invoiced to the Owner based on time spent for work performed in accordance with the attached hourly rate schedule. All completed plans and studies will become property of the Owner.

**Terms of Agreement:** The terms of this Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

**Expiration:** This proposal is valid for a period of 30 days from the date of the proposal.

**TRAVIS PRUITT & ASSOCIATES, INC.**

**STANDARD HOURLY RATES**

Principal.....	\$250.00 per hour
Senior Project Manager .....	\$200.00 per hour
Project Manager.....	\$170.00 per hour
Engineer II.....	\$150.00 per hour
Engineer I.....	\$130.00 per hour
Civil Designer.....	\$110.00 per hour
Survey Technician .....	\$130.00 per hour
Survey Crew & Chief.....	\$170.00 per hour
3 Man Survey Crew .....	\$185.00 per hour
UAS Survey Crew.....	\$200.00 per hour
Land Planner.....	\$130.00 per hour
Landscape Architect.....	\$120.00 per hour
Environmental Scientist II .....	\$130.00 per hour
Environmental Scientist I .....	\$110.00 per hour
Technical Staff.....	\$ 90.00 per hour
Administrative.....	\$ 65.00 per hour
IT Services.....	\$150.00 per hour

**STANDARD PRINTING & REPRODUCTION RATES**

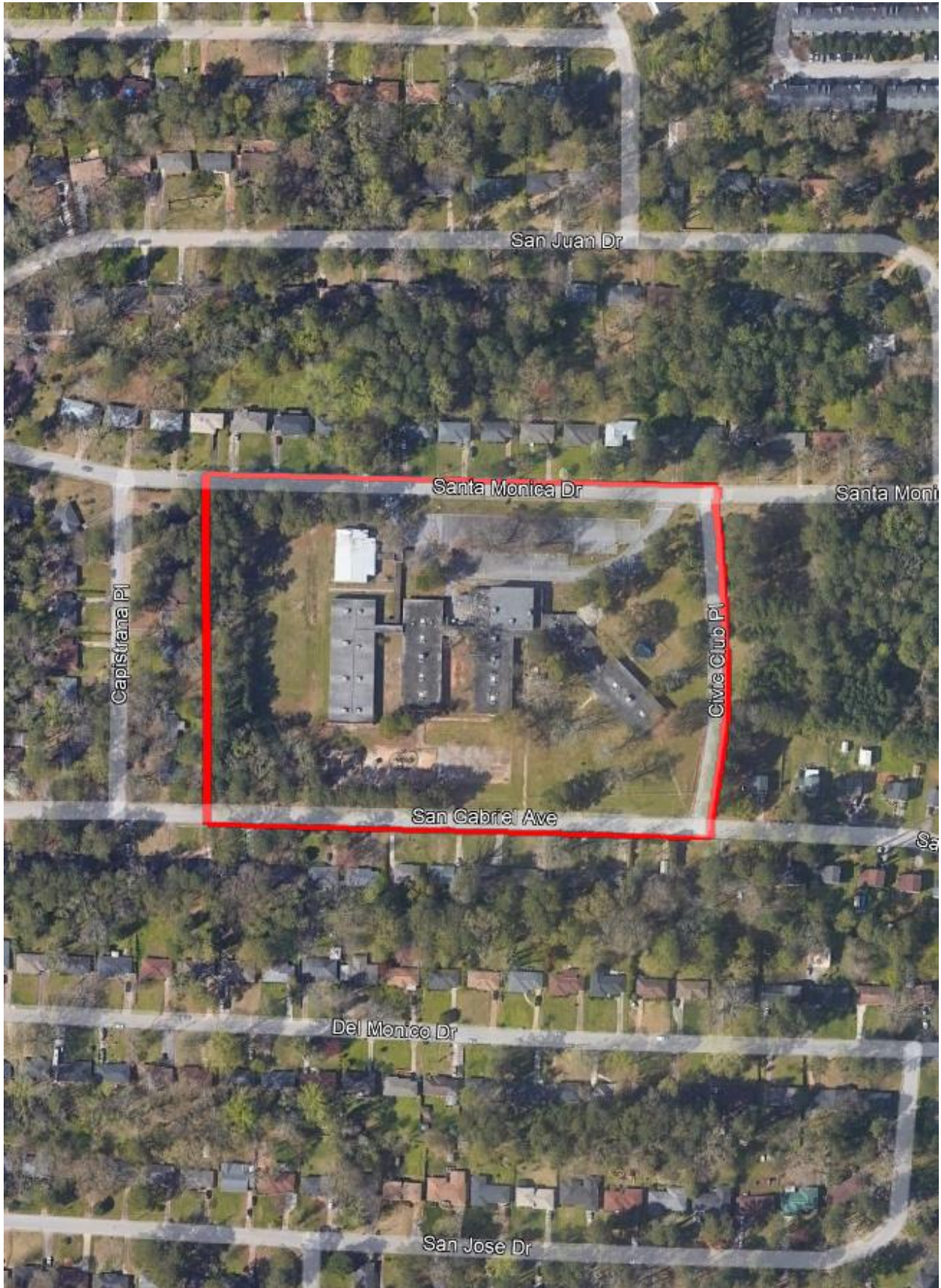
<u>Size</u>	<u>Color</u> (per copy)	<u>Black &amp; White</u> (per copy)
8 ½" x 11"	\$0.85	\$0.21
11" x 17 "	\$2.00	\$0.42
18" x 24"	\$4.00	\$0.90
24" x 36"	\$8.00	\$1.80
30" x 42"	\$11.50	\$2.62

\* Black & white larger than 30x42 will be billed at the rate of \$0.30/sf; Color larger than 30x42 will be billed at the rate of \$1.33/sf  
\*\* Mylar will be billed at the rate of \$2.50/sf

**MILEAGE RATES**

58.5 Cents / Per Mile

# Site Exhibit



JOB NAME: Dekalb County Survey Specs DATE: 07/06/2022

JOB NO: TBD SURVEYOR:  T.B.D.

TYPE:  BOUNDARY;  TOPOGRAPHIC;  UTILITY

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- A. The survey shall be prepared in conformity with the minimum standards and requirements as provided by the State of Georgia Law governing the practice of professional engineering and surveying. Conformity to these requirements shall be stated on the drawings. Final surveys shall be sealed, signed, and dated.
- B. The error of closure shall be shown on the plat of the survey. Set corner markers as required by law.
- C. The survey shall be prepared at a scale appropriate for recording and clarity. The drawing shall include title block, legend, date, revision block, and appropriate notes.
- D. Provide a legal description on the drawing and in electronic format.
- E. The survey shall show all physical conditions and restrictions on the site and adjacent properties within the limits of the survey.
  - 1. All encroachments, deviations from description of subject property, or conflict with description of adjacent properties.
  - 2. Dimensioned length and bearing of each boundary; angles formed by boundaries at corners and changes in direction, land lot, district, block, unit, and zoning
  - 3. Area of property in square feet and acres, to nearest square foot and 0.001 acre.
  - 4. Easements, rights-of-way, proposed land transfers, or special uses required by deed restrictions or public regulations or existing by right of agreement or adverse possession.
  - 5. Any visible feature which may limit the use of land; location and dimensions of each of the foregoing; notes and certifications; sources of information.
  - 6. Physical indication of boundaries, such as monuments, markers, and fences;
  - 7. Set-back lines, zoning, and flood plain location

8. Ownership and zoning of adjacent properties.
9. North arrow and appropriate location coordinate system and grid ticks.
10. Buildings or structures  
on property or within 25' of the property line, with size, location, and brief description of each.
11. Streets, drives, roads, alleys, traffic, signals, walls, curbs, bridges, culverts, walks, steps, concrete pads, or paths,  
both on the site and within 25' of the property line with width, location, type and condition of each and name when applicable.
12. Trees-hardwoods – 6" diameter, pines 8" diameter or greater, decorative trees and shrubs. Indicate species and size of plant materials.
  - a. Meet the Clayton County tree protection ordinance requirements for survey.
  - b. Show, on a separate drawing layer, a circle at a scaled radius in feet equal to the tree trunk diameter in inches for each tree.
13. Springs, water courses, water surfaces and rock outcroppings. Show top of bank for streams at the location where vegetation has been stripped by water action.
14. Septic tanks, fuel tanks, all underground utilities, and other buried structures or sizeable objects, based on best available information.
15. Sewers, storm and sanitary, and manholes or inlets  
on or within 25' of the property, including type, size, material, location, invert elevations, top elevation and direction of flow of each. Include the first manhole downstream and upstream from the property.
16. Location and size of gas and water mains and fire hydrants  
on or within 25' of the property.
17. Electric power and telephone lines, poles, and guy wires or underground cable  
on or within 25' of the property.

18. Name, address and phone number of utility companies which will provide services to the site.
19. Location of and distance to nearest fire hydrant from which property may be served, if this information is not otherwise shown on survey.
20. Benchmark with relation to which all elevations were measured. Datum used shall be based on U.S.C. & G. and FEMA Benchmarks.
21. Elevations over the entire property and to the opposite right-of-way of adjacent streets, and a reasonable portion of adjacent properties where grading and drainage would be affected by the grade of such property, by accurately plotted contour lines at two foot (2') vertical contour intervals. Include all utilities within rights-of-way. Meet Georgia Department of Transportation specifications for surveys within State Rights-of-Way.
22. Elevations of drives, walks, walls, curbs, streets, etc., and other structures or improvements; building finish floors at all ongrade doorways and landings
23. Provide AutoCad File.
24. Provide spot elevations along street frontages at bottom of curb and top of curb, every 50 feet.



July 8, 2022

Via e-mail: [asample@eberly.net](mailto:asample@eberly.net)

Mr. Atiba Nunnally  
DeKalb County Schools  
678-676-1555  
% Antonio Sample  
Eberly & Associates, Inc.  
2951 Flowers Road South, Suite 119  
Atlanta, GA 30341

RE: Request for Proposal  
**Boundary, Topographic & Utility Survey**  
DeKalb International Student Center  
Proposal #P-22-5536

Dear Mr. Nunnally,

Thank you for the opportunity to submit this proposal for survey services. We look forward to working with DeKalb County Schools.

Travis Pruitt & Associates, Inc. proposes to provide a Boundary, Topographic & Utility Survey for the property shown on the attached exhibit. The survey will be prepared in accordance with the State of Georgia Technical Standards for Property Surveys. Review of a title commitment provided by the client or other ALTA/NSPS land title survey services may be provided as an additional service and billed on an hourly basis.

The survey will show the location of substantial visible improvements and utilities. Spot elevations will be determined at break points in grade, at approximately 50' intervals along paved linear features and as otherwise necessary to depict the ground surface. Two foot contours will be depicted. One temporary benchmark will be placed on the property and will be noted on the survey. In addition to the stated above, we will also abide by the requirements set forth in the DeKalb County School Specs sheet attached to this proposal.

We will subcontract with a qualified subsurface utility designator to mark and trace underground utilities. The designator will use radio signal equipment in the locating process to locate metallic utilities. Non-metallic utilities, roof drain lines, sanitary sewer lines and storm sewer lines will not be traced. Utility depths are not included in the scope of work. TPA, Inc. does not warrant the completeness and accuracy of the marking and tracing of these underground utilities.

The contracted utility locator will expend reasonable efforts to determine the actual location of all existing underground utilities within the project area. It is expressly understood by both parties that utilities may exist within the subject area, but not be marked or located, especially if no above ground evidence of the utility exists. The contracted utility locator will locate underground utilities solely as an accommodation and their markings/locates shall not be used for excavation. TPA, Inc. and the contracted utility locator

accepts no liability for ANY underground utilities that are not located or marked by the contracted utility locator.

The location of trees 6" and larger hardwoods, 8" and larger pines and decorative trees and shrub lines will be shown on the survey. The trees will be approximately identified and classified by common name with the size indicated as DBH. The horizontal location of trees should be considered approximate and will generally be shown within a tolerance of  $\pm 1'$ .

We will provide the following deliverables:

- 4 copies of the survey
- 1 PDF of the survey (via e-mail)
- AutoCAD Civil 3D 2019 file (dwg or dxf format)

Travis Pruitt and Associates, Inc. proposes a lump sum fee of \$28,700 for our services. The survey will be delivered 6 weeks after the Notice to Proceed is received (weather permitting).

If the conditions of this proposal are acceptable, please sign the acceptance block below and return the executed proposal to my attention via e-mail (bphelts@travispruitt.com). The executed proposal will serve as our Agreement and Notice to Proceed.

Sincerely,

**Travis Pruitt & Associates, Inc.**



Brian Phelts  
Project Manager

Enclosures

ACCEPTED BY:

*BY SIGNING BELOW THE UNDERSIGNED REPRESENTS THAT HE/SHE IS DULY AUTHORIZED TO EXECUTE THIS BINDING AGREEMENT ON BEHALF OF THE CLIENT.*

Signature: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_

Corporate Seal (if applicable)

## TERMS & CONDITIONS

**Invoicing:** Invoicing will be biweekly based on the percentage of work completed.

**Reimbursable Expenses:** All printing, courier, and out-of-pocket expenses beyond those costs outlined in the scope of work will be considered reimbursable expenses and will be invoiced directly to the Client, in addition to the stated fee at cost plus 15%.

**Exclusions:** The services in this agreement do not include Zoning Certifications and Survey Inspection Reports, the review of multiple Title Commitments and review of Table A requirements beyond those listed in the scope of work. These services are available on a time spent basis or negotiated lump sum basis.

**Assignment:** Neither the Consultant nor the Client shall assign, sublet or subcontract the whole or any part of this Agreement without the express written consent of the other party. Any assignment made in violation of this Article shall be considered a material Breach of Contract.

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**Credit Card Payment:** Payments may be made with credit or debit cards (American Express, Visa, Mastercard, or Discover) and are subject to a 4% surcharge.

**Termination of Agreement:** The Owner or Consultant may terminate this Agreement upon seven (7) days written notice thereof should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Upon termination, all work performed by the Consultant shall be invoiced to the Owner based on time spent for work performed in accordance with the attached hourly rate schedule. All completed plans and studies will become property of the Owner.

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**Expiration:** This proposal is valid for a period of 30 days from the date of the proposal.

**TRAVIS PRUITT & ASSOCIATES, INC.**

**STANDARD HOURLY RATES**

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Engineer I.....	\$130.00 per hour
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3 Man Survey Crew .....	\$185.00 per hour
UAS Survey Crew.....	\$200.00 per hour
Land Planner.....	\$130.00 per hour
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Technical Staff.....	\$ 90.00 per hour
Administrative.....	\$ 65.00 per hour
IT Services.....	\$150.00 per hour

**STANDARD PRINTING & REPRODUCTION RATES**

<u>Size</u>	<u>Color</u> (per copy)	<u>Black &amp; White</u> (per copy)
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30" x 42"	\$11.50	\$2.62

\* Black & white larger than 30x42 will be billed at the rate of \$0.30/sf; Color larger than 30x42 will be billed at the rate of \$1.33/sf  
\*\* Mylar will be billed at the rate of \$2.50/sf

**MILEAGE RATES**

58.5 Cents / Per Mile

## Site Exhibit



JOB NAME: Dekalb County Survey Specs DATE: 07/06/2022

JOB NO: TBD SURVEYOR:  T.B.D.

TYPE:  BOUNDARY;  TOPOGRAPHIC;  UTILITY

---

- A. The survey shall be prepared in conformity with the minimum standards and requirements as provided by the State of Georgia Law governing the practice of professional engineering and surveying. Conformity to these requirements shall be stated on the drawings. Final surveys shall be sealed, signed, and dated.
- B. The error of closure shall be shown on the plat of the survey. Set corner markers as required by law.
- C. The survey shall be prepared at a scale appropriate for recording and clarity. The drawing shall include title block, legend, date, revision block, and appropriate notes.
- D. Provide a legal description on the drawing and in electronic format.
- E. The survey shall show all physical conditions and restrictions on the site and adjacent properties within the limits of the survey.
  1. All encroachments, deviations from description of subject property, or conflict with description of adjacent properties.
  2. Dimensioned length and bearing of each boundary; angles formed by boundaries at corners and changes in direction, land lot, district, block, unit, and zoning
  3. Area of property in square feet and acres, to nearest square foot and 0.001 acre.
  4. Easements, rights-of-way, proposed land transfers, or special uses required by deed restrictions or public regulations or existing by right of agreement or adverse possession.
  5. Any visible feature which may limit the use of land; location and dimensions of each of the foregoing; notes and certifications; sources of information.
  6. Physical indication of boundaries, such as monuments, markers, and fences;
  7. Set-back lines, zoning, and flood plain location

8. Ownership and zoning of adjacent properties.
9. North arrow and appropriate location coordinate system and grid ticks.
10. Buildings or structures  
on property or within 25' of the property line, with size, location, and brief description of each.
11. Streets, drives, roads, alleys, traffic, signals, walls, curbs, bridges, culverts, walks, steps, concrete pads, or paths,  
both on the site and within 25' of the property line with width, location, type and condition of each and name when applicable.
12. Trees-hardwoods – 6" diameter, pines 8" diameter or greater, decorative trees and shrubs. Indicate species and size of plant materials.
  - a. Meet the Clayton County tree protection ordinance requirements for survey.
  - b. Show, on a separate drawing layer, a circle at a scaled radius in feet equal to the tree trunk diameter in inches for each tree.
13. Springs, water courses, water surfaces and rock outcroppings. Show top of bank for streams at the location where vegetation has been stripped by water action.
14. Septic tanks, fuel tanks, all underground utilities, and other buried structures or sizeable objects, based on best available information.
15. Sewers, storm and sanitary, and manholes or inlets  
on or within 25' of the property, including type, size, material, location, invert elevations, top elevation and direction of flow of each. Include the first manhole downstream and upstream from the property.
16. Location and size of gas and water mains and fire hydrants  
on or within 25' of the property.
17. Electric power and telephone lines, poles, and guy wires or underground cable  
on or within 25' of the property.

18. Name, address and phone number of utility companies which will provide services to the site.
19. Location of and distance to nearest fire hydrant from which property may be served, if this information is not otherwise shown on survey.
20. Benchmark with relation to which all elevations were measured. Datum used shall be based on U.S.C. & G. and FEMA Benchmarks.
21. Elevations over the entire property and to the opposite right-of-way of adjacent streets, and a reasonable portion of adjacent properties where grading and drainage would be affected by the grade of such property, by accurately plotted contour lines at two foot (2') vertical contour intervals. Include all utilities within rights-of-way. Meet Georgia Department of Transportation specifications for surveys within State Rights-of-Way.
22. Elevations of drives, walks, walls, curbs, streets, etc., and other structures or improvements; building finish floors at all ongrade doorways and landings
23. Provide AutoCad File.
24. Provide spot elevations along street frontages at bottom of curb and top of curb, every 50 feet.



# INVOICE

Invoice Date	Invoice #
06/24/2022	13004837

**Bill To:** Cooper Carry Architects  
 191 Peachtree Street Northeast  
 Atlanta, GA 30308

Customer PO:	Terms	Invoice Due Date:	Job No:	Service Rendered Date:
See Below	NET 30	07/24/2022	25252644	06/14/2022

Quantity	Description	Reference	Unit Price	Extended Price
1	Annual Hydrant Flow Test  DeKalb International Student Center 3318 Midway Road Decatur, GA 30032	13004837	\$375.00	\$375.00

Subtotal: \$375.00  
 Tax: \$0.00  
**Total: \$375.00**

Thank you for your business. For your convenience we now accept Visa, MasterCard, & Discover. Please Note: There is a 2.5% processing fee for all credit card payments  
 Please Note: All invoices are due 30 days from transaction date. If you have any questions or concerns, please contact us at (770) 506-2388.

Card Type:  Card Number: \_\_\_\_\_ Exp. Date \_\_\_\_\_ Security Code \_\_\_\_\_  
 Visa  
 MasterCard  
 Discover Name on Card: \_\_\_\_\_ Signature: \_\_\_\_\_

If you choose to pay by Credit Card, please enter the information in the space provided above. You can email this completed form to ar@centuryfp.com.

**Please include your invoice number and make checks payable to Century Fire Protection, LLC. Submit all mailed payments to 2450 Satellite Blvd, Duluth, GA 30096.**

I hereby acknowledge the satisfactory completion of the above-described work. I further acknowledge and agree: full payment for work performed is due 30 days following completion of work. If full payment is not received by the date due, then (i) interest shall accrue at the rate of 18% per annum beginning on the date the work was completed; (ii) CFP will proceed with all available legal remedies to collect the amount owed, including without limitation, the filing of mechanics liens; and (iii) I will pay all cost of enforced collection incurred by CFP, including, without limitation, CFP's attorneys fees, not to exceed however limitations imposed by applicable law.



LAND PLANNING

CIVIL ENGINEERING

LANDSCAPE ARCHITECTURE

July 25, 2022  
Sophia Tarkhan  
Cooper Carry  
191 Peachtree Street, NE  
Suite 2400  
Atlanta, GA 30303  
[sophiatarkhan@coopercarry.com](mailto:sophiatarkhan@coopercarry.com)

RE: **DeKalb County Survey Coordination Wadsworth & DeKalb ISC**

Dear Sophia:

Eberly & Associates appreciates the opportunity to work with you on this DeKalb County Survey Coordination Group 1 project. Our following scope of services and associated fee is based on our understanding of the civil engineering services required to deliver this project The Eberly Way - collaboratively, responsively and purposefully.

**PRINCIPALS**

SCOTT GARDNER

KEVIN EDWARDS

BRIAN BRUMFIELD

Eberly & Associates offers:

- A team of site specialists. As sites and requirements are becoming more complicated, you need professionals dedicated to creative solutions.
- A proven methodology and dedication to customer service. The Eberly Way has been developed based on 40 years of experience on projects similar to this one.
- A commitment to work with you until the final close-out. It's our reputation.

At your convenience, we can review this proposal during a virtual meeting. Feel free to call to schedule a time or if you have any questions.

Sincerely,

Antonio Sample  
Senior Project Manager

WWW.EBERLY.NET

770.452.7849

2951 FLOWERS ROAD S,  
SUITE 119  
ATLANTA, GEORGIA 30341

**Design Services Fee Proposal**  
**DeKalb County Survey Coordination Group 1**  
**Eberly No: 0P22158.00**

**Project Understanding:**

For the purposes of this proposal, we understand the project is for the assistance in coordinating site topographic surveys for DeKalb County School District. Schools include in this group are

- Dekalb International Student Center - 3318 Midway Rd, Decatur, GA 30032
- Wadsworth Magnet School - 3039 Santa Monica Dr, Decatur, GA 30032

We understand that our fee is to include the coordinating the survey for the school district. Scope does not include Civil Engineering design or securing a Land Disturbance Permit

**.020 – CIVIL ENGINEERING DESIGN – N.I.C.**

Civil Engineering design is not included in this phase of the project

**.070 – SURVEYING PROCUREMENT ASSISTANCE**

Eberly & Associates will assist in soliciting proposals and coordinating surveying services for the above-mentioned schools on behalf of Dekalb County School District and Cooper Carry Architects.

Boundary, topography and utility surveys are to be provided by others in accordance with Georgia Plat Law. In addition, tree sizes, types and locations per the Dekalb County tree ordinance will need to be provided. Missing information may result in delays and/or additional costs.

Fee does not include the actual procurement of the site survey.

These services will be provided for a fee of **\$1,500.00**.

**.099 - REIMBURSABLES:**

The normal cost of reproductions, mileage, courier, local travel, telephone, photography, and appurtenances is included in the fees quoted. Engineer's consent or certifications are excluded. All courier requests will be routed through your courier service. All mass printing will be provided by others. We will coordinate pickup of reproducible documents by your service. A budget of 6% of fees is suggested.

**ITEMS TO BE PROVIDED BY THE CLIENT PRIOR TO DESIGN START**

1. Signed copy of this agreement.

**EXCLUSIONS:**

The following services are not included in the base fee. Several of these services can be provided upon request:

1. Civil Engineer and Landscape Architecture Design
2. Subsurface investigation;
3. Off-site utility extension designs or local jurisdiction infrastructure upgrades;
4. Telephone, electric, or gas line design;
5. Ornamental landscape design;
6. Arborist Inventory and Analysis Services;
7. Irrigation system design;
8. Retaining wall design over 4 ft. in height or design of structural wall foundation drains;
9. Research to determine the exact location of existing utilities;
10. Water pressure testing, or fees, beyond assisting the Owner in securing hydrant test information;
11. Preparation of documents and review process of Atlanta Regional Commission, such as MRPA Calculations or DRI Submittals;
12. Field surveys or easement surveys;
13. Revisions to the contract documents after approval by permitting authorities;
14. As-built drawings and certifications;
15. Direct construction supervision;
16. Zoning and Variance consultation, plans or public meeting attendance;
17. Wetland delineations or Jurisdictional Waters assessments for the site indicating the presence and location of any "Waters of the State or US";
18. Wetland permitting assistance and/or exhibits or plans for Wetland impacts, including Nationwide or Individual Permits, Mitigation Plans and local or State stream buffer variance exercises;
19. Environmental assessment;
20. Traffic studies or pavement designs;
21. Turbidity Monitoring and Monitoring Visits during construction as may be required by the Georgia NPDES General Permit;
22. Revisions to Erosion Control Plans during Construction;
23. Tree sampling or tree surveys;
24. Preliminary, final, or recombination platting with Local Jurisdiction;
25. Additional meetings which are not identified in individual task scope;
26. Detailed cost estimating;
27. LEED Certification and Commissioning;
28. Real Estate Transaction Certifications, Statements, and Assignments;
29. Offsite Tree Planting Investigation, Plans, and Permitting;
30. Local municipality or Georgia DOT lane closure and/or traffic routing plans or permitting during construction of this project;
31. Automatic gate and/or card reader designs or detailing;
32. Site and/or security lighting plans;
33. Site and/or security lighting photometrics plans;
34. Site and/or security lighting wiring plans or detailing;
35. Structural engineering design or detailing of underground cisterns or detention vaults and covers;

36. ADA as-built site access certifications;
37. Engineering of Site Structures;
38. Engineering of Water Features;
39. Furniture, Fixtures, and Equipment (FFE) specification;
40. Nursery Visits/Field Plant Selection;
41. Signage and/or Wayfinding Design; and
42. Contractor's post construction sitework "as-built" drawings and submittals, except as noted.

**ADDITIONAL SERVICES**

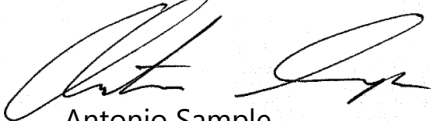
Any services not addressed in this proposal and specifically requested by you will be provided on an hourly basis according to the attached rate schedule.

**TERMS & CONDITIONS**

Terms and Conditions are printed on front and back of the Proposal Acceptance Sheet. Please sign and return one (1) copy of the attached Proposal Acceptance Sheet to indicate your approval of this proposal and keep the other copy for your records. If you have any questions, please do not hesitate to call. Fees stated in this proposal are valid for ninety (90) days after the date of this document. Receipt of an executed copy of this agreement will be our notice to proceed.

Sincerely,

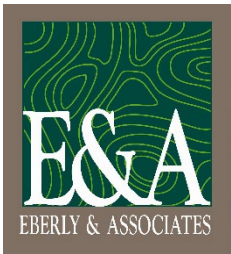
**EBERLY & ASSOCIATES, INC.**



Antonio Sample  
Senior Project Manager



Michael Wright  
Associate



Date: July 25, 2022

E&A Job No.: 0P22158.00

TASK	SURVEY	Remarks
.070	1,500.00	Surveying Procurement Assistance
<b>TOTALS:</b>	<b>1,500.00</b>	= <b>\$1,500.00</b>

**HOURLY RATES**

Principal.....	\$315.00 / Hr.	Staff Engineer .....	\$180.00 / Hr.
Associate.....	\$270.00 / Hr.	Staff Landscape Architect.....	\$180.00 / Hr.
Senior Project Manager.....	\$255.00 / Hr.	CADD Operator.....	\$170.00 / Hr.
Senior Project Manager, Landscape.....	\$255.00 / Hr.	Junior Staff Engineer .....	\$160.00 / Hr.
Project Manager.....	\$235.00 / Hr.	Junior Staff Landscape Architect.....	\$160.00 / Hr.
Project Manager, Landscape.....	\$235.00 / Hr.	Secretary.....	\$115.00 / Hr.
Senior Project Engineer .....	\$215.00 / Hr.	Mileage.....	\$0.64 / Mi.
Senior Project Landscape Architect.....	\$215.00 / Hr.	Electronic File – One Time Use License.....	\$200-500
Project Engineer .....	\$200.00 / Hr.	Direct Costs – Administrative Fee.....	20%
Project Landscape Architect.....	\$200.00 / Hr.		

(Direct Costs include subconsultants, photography, reproduction, courier, and travel expenses.)

You will be invoiced at the end of each month for a percentage completed at that time, reimbursables, and for any additional services requested and not covered in this proposal.

Please sign and return one (1) copy of the Proposal Acceptance Sheet as your authorization to proceed with the work and your acceptance of this proposal, and keep the other copy for your records. Upon your acceptance of this proposal, Eberly & Associates, Inc. and the client listed below shall have entered into a binding agreement (the "Contract") pursuant to the terms set forth on the face and reverse sides ("General Conditions") hereof.

Communications by phone, letter, fax, e-mail, meetings or face to face to proceed with the work shall be deemed to be a verbal authorization to proceed with the work in accordance with the fees, scope, terms and conditions of this Proposal.

If you do not provide a verbal or signed and dated authorization, this Proposal shall become void Ninety (90) days from the date above.

**ACCEPTED BY:** \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

**DATE:** \_\_\_\_\_

**FOR:** \_\_\_\_\_

**CLIENT PROJECT NO:** \_\_\_\_\_

<b>SEND INVOICES TO:</b>	<b>ATTENTION:</b>	
	<b>COMPANY:</b>	
	<b>ADDRESS:</b>	

Thank you for your business.

## GENERAL CONDITIONS

- DEFINITIONS:** The words CLIENT and ENGINEER/LANDSCAPE ARCHITECT below are in reference to Eberly & Associates, Inc. as the ENGINEER/LANDSCAPE ARCHITECT and the addressee on the face side as CLIENT. CONTRACT refers to the services, rates, scope of work, special provisions described on the face side hereof and all of the other terms and conditions hereof.
- SCOPE OF SERVICES AND EXTRA WORK:** The scope of ENGINEER'S/LANDSCAPE ARCHITECT'S services hereunder is strictly limited to the services described on the face side hereof, and ENGINEER/LANDSCAPE ARCHITECT shall have no obligations beyond such scope. Further, ENGINEER/LANDSCAPE ARCHITECT shall have no obligation to perform, and shall not be liable for any investigations or inspections relating to the project, unless such investigations or inspections are expressly provided in this CONTRACT. The CLIENT shall pay ENGINEER/LANDSCAPE ARCHITECT additional fees and reimbursables for work required for the project or for services requested by CLIENT, orally or in writing, if such work or services are not expressly described on the face side hereof, including, but not limited to, services involving redesign, change in scope of the project or additional work or services resulting from delays caused by others than the ENGINEER/LANDSCAPE ARCHITECT.
- FEE ESTIMATE:** CLIENT acknowledges that the fee estimate, when stated as such, and all other estimates, whether written or oral, are not binding on ENGINEER/LANDSCAPE ARCHITECT and that the actual amount of fees shall be based upon the actual hours devoted to project and shall be determined in accordance with the attached fee schedule (and any amendments thereto) plus the amount of any reimbursables as provided below. This paragraph does not apply to lump sum fees or fee ceilings.
- INVOICING:** Invoices for services performed will be submitted to CLIENT monthly. Invoices are due and payable on receipt. If CLIENT fails to make any payment due ENGINEER within 30 days after receipt of ENGINEER'S/LANDSCAPE ARCHITECT'S invoice, the amounts due ENGINEER/LANDSCAPE ARCHITECT will be increased at a rate of 2 percent per month from the 30<sup>th</sup> day and, in addition, ENGINEER may, after giving seven (7) days written notice to CLIENT, suspend services under this Agreement until ENGINEER/LANDSCAPE ARCHITECT has been paid in full all amounts due. Payments will be credited first to interest and then to principal. Should a retainer be required for the project, the retainer will be applied towards payment of the final invoice. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment and the undisputed portion will be paid. If any amounts due hereunder are collected, by or through an attorney of law, CLIENT shall pay attorney's fees of (15) percent of the amount sought to be collected together with all other costs of collection. Pending payment of delinquent accounts, at ENGINEER'S option, all work under this CONTRACT, and all work under any other CONTRACT for CLIENT, may be suspended. When an invoice is 60 days in arrears, ENGINEER/LANDSCAPE ARCHITECT shall have the right to discontinue further services and assess an additional 10% of the balance unpaid or \$100.00, whichever is greater.
- GOVERNING LAW:** This CONTRACT shall be governed by the laws of the State of Georgia.
- NO WAIVER:** The failure of ENGINEER/LANDSCAPE ARCHITECT 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.
- 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. Except for verbal authorization for additional work (which authorizations subsequently are confirmed in writing by ENGINEER/LANDSCAPE ARCHITECT), ENGINEER/LANDSCAPE ARCHITECT shall not be bound by any instructions, statements or writings that are not expressly contained herein. These terms and conditions may be accepted only on the exact terms set forth herein and such terms and conditions supercede 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/LANDSCAPE ARCHITECT to perform services at or related to the property. Section headings in this CONTRACT are for convenience of reference only.
- PROPRIETARY INFORMATION:** All original drawings, documents, research notes, calculations, specifications and exhibits are instruments of service and shall remain the property of ENGINEER/ LANDSCAPE ARCHITECT.
- DURATION AND CANCELLATION:** The rates set forth in the attached fee schedule will be effective for six (6) months from authorization date, unless otherwise expressly agreed. After the expiration of such six month period, the rates will be subject to increase for services performed thereafter. If ENGINEER/LANDSCAPE ARCHITECT does not revise its rates within such period, the current rates shall remain in force until such time as the rates are revised, subject to the parties' rights to cancel described below, this CONTRACT shall continue until, and shall terminate upon, completion of the work. This CONTRACT may be cancelled and terminated by either party upon written notice of seven (7) days. In the event of the cancellation or termination of this CONTRACT, CLIENT shall pay to ENGINEER/LANDSCAPE ARCHITECT the amount due for all services rendered and all disbursements incurred through the effective date of the written notice of termination.
- OVERTIME:** All charges enumerated in the CONTRACT are based on an eight (8) hour day exclusive of Saturdays, Sundays and holidays. If the CLIENT requests work to be performed which will necessitate ENGINEER'S/LANDSCAPE ARCHITECT'S personnel working on the project in excess of eight hours on a given day or on Saturdays, Sundays, or holidays, the enumerated charges on the schedule of fees (as revised in accordance with this CONTRACT) will be multiplied by a factor of 1.5.
- REIMBURSABLES:** Permits, fees, photo lab costs, reproduction, printing, deliveries and other out-of-pocket expenses will be reimbursed to the ENGINEER/LANDSCAPE ARCHITECT at cost plus fifteen (15) percent and are in addition to other fees.
- INSURANCE:** ENGINEER/LANDSCAPE ARCHITECT maintains Worker's Compensation and Employers Liability Insurance in conformance with State Law. In addition, ENGINEER/LANDSCAPE ARCHITECT maintains Comprehensive General Liability Insurance and Automobile Liability Insurance. The costs of the above coverage is included in our quoted fees. If additional coverage for increased limits of liability is required due to the change in any terms and conditions of this CONTRACT, ENGINEER/LANDSCAPE ARCHITECT will endeavor to obtain the requested insurance, and CLIENT shall pay separately for the costs associated with additional coverage or increased limits.
- WARRANTY AND LIMITATION OF LIABILITY:** In the carrying out of its services hereunder, ENGINEER/LANDSCAPE ARCHITECT shall use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. THE FOREGOING IS THE SOLE AND EXCLUSIVE WARRANTY, GUARANTY AND PROMISE OF ENGINEER/LANDSCAPE ARCHITECT FOR ITS SERVICES UNDER THIS CONTRACT. ALL OTHER WARRANTIES AND GUARANTIES WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESSED, IMPLIED OR STATUTORY, HEREBY ARE EXCLUDED AND DISCLAIMED. ENGINEER'S/LANDSCAPE ARCHITECT'S SOLE LIABILITY FOR AND TO CLIENT AND TO ALL CONTRACTORS, SUBCONTRACTORS, MATERIALMEN AND OTHERS WORKING ON THE PROJECT DUE TO ANY ERROR, OMISSION, PROFESSIONAL NEGLIGENCE, NEGLIGENT ACTS OR ANY OTHER CAUSE WHATSOEVER INVOLVING THE PROJECT SHALL BE LIMITED TO THE GREATER OF FIFTY THOUSAND (\$50,000.00) DOLLARS OR THE AMOUNT OF FEES PAID BY CLIENT HEREUNDER, AND ALL INCIDENTAL, CONSEQUENTIAL, DIRECT, AND INDIRECT DAMAGES WHEREBY ARE DISCLAIMED AND WAIVED.
- SEVERABILITY:** Each of the provisions hereof is severable from each of the others. If any such provision is prohibited or unenforceable under applicable law, such provision will be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder hereof or the remaining provisions of this CONTRACT.
- DELAY:** ENGINEER/LANDSCAPE ARCHITECT shall not be liable for any delay in the performance of its obligations hereunder or for any damages suffered by reason of such delay, if such delay is directly or indirectly caused by, or in any manner arises from fires, floods, accidents, riots, acts of God, war, governmental interference or embargoes, strikes, labor difficulties, shortage of labor, fuel, power, materials or supplies, transportation delays, or any other causes beyond ENGINEER'S/LANDSCAPE ARCHITECT'S control.
- NOTICES:** All notices given under this CONTRACT shall be in writing and shall be sent by registered or certified mail to the parties at their respective addresses set forth on the face side hereof.
- MEDIATION:** In the event that there is a claim, dispute or other matter in question between the parties arising out of the CONTRACT which cannot be resolved, ENGINEER/LANDSCAPE ARCHITECT shall have the right and option (but it shall not be required) to submit such claim for mediation.
- CERTIFICATIONS:** The CLIENT agrees to pay additional fees to ENGINEER/LANDSCAPE ARCHITECT for certifications and statements related to jurisdictional requirements, real estate transactions, and other CLIENT obligations, unless such certifications are specifically included in the scope of work.
- JOB SITE SIGNAGE:** CLIENT will coordinate and cooperate with the ENGINEER/LANDSCAPE ARCHITECT to secure an area of the site for ENGINEER/LANDSCAPE ARCHITECT identification signage during construction.
- LIEN PROVISIONS:** The CLIENT acknowledges that it has secured, or will secure, legal rights to the property upon which the project will be built and, upon request, shall furnish a description of the property to the ENGINEER/LANDSCAPE ARCHITECT. The CLIENT further acknowledges that non-payment of fees owed under this agreement may result in a mechanics lien being placed on the project property. CLIENT agrees, by signing the CONTRACT, to notify all property owners, current or proposed, that the ENGINEER/LANDSCAPE ARCHITECT is providing services in connection with the property and that the property may be subject to liens under the terms of this CONTRACT.
- DOCUMENT RETRIEVAL:** The CLIENT agrees to reimburse ENGINEER/LANDSCAPE ARCHITECT for the cost of document retrieval and reproduction costs for copies requested after substantial completion of construction.
- USE BEFORE PERMITTING:** The CLIENT assumes all risk connected with and ENGINEER/LANDSCAPE ARCHITECT is not liable for the use of the contract documents prior to permitting by all authorities having jurisdiction.
- PROMOTIONAL MATERIALS:** ENGINEER/LANDSCAPE ARCHITECT is hereby permitted, subject to confidentiality agreements contained elsewhere herein, to photograph the project and to use photos in the promotion of the professional practice through advertising, public relations, brochures or other marketing materials.
- THIRD PARTY LEGAL DEFENSE:** CLIENT shall indemnify and defend ENGINEER/LANDSCAPE ARCHITECT and pay all costs associated with third-party suits.
- HAZARDOUS MATERIALS:** ENGINEER/LANDSCAPE ARCHITECT is not responsible for and is not involved in the identification, quantification, treatment, or disposal of any hazardous materials.