

May 30, 2022

Jacqueline Dost
Carroll County Board of Commissioners
34 Horsley Mill Road
Carrollton, GA 30117

RE: SOLID WASTE TRANSFER STATION

Dear Ms. Dost:

Georgia and West, Inc. is pleased to submit this proposal for services, which consists of civil engineering and surveying services for a new solid waste transfer station. It is understood that the new station is planned to be built north of the existing station generally in the open field. Additionally, a new office/scale house will be planned for the new transfer station. See attached exhibit showing the planned site area.

We propose to provide the services in this contract per the fees shown on the "Proposal Acceptance Sheet":

Our firm will provide services in accordance with the following:

SURVEYING

Georgia and West, Inc. will perform a field-run topographic and boundary survey of the site. Underground utilities identified on the ground by a Georgia Utilities Protection Center (811) locate will be included in the survey. Georgia and West, Inc. will not be liable for underground utilities shown or not shown. Further, Georgia and West, Inc. makes no guarantee that any or all underground utilities will be identified by the locate request nor the accuracy of the location. This service is being provided for the convenience of the client in an effort to assist with land planning efforts.

Topographic survey is to be in accordance with Georgia Plat Laws and the "Terms and Conditions" of this contract.

PRELIMINARY PLANNING

Georgia and West, Inc. will prepare a preliminary site layout using the Newnan transfer station building footprint from the plans provided. The layout will be drawn using the field-run topographic survey and will illustrate propose land use, access, and circulation. We will present the layout to you for review and comment.

DESIGN DEVELOPMENT

Georgia and West, Inc. will provide a preliminary site design based on the approved preliminary layout. This plan will reflect site layout considerations, proposed grading and earthwork estimations. The plan will also include preliminary storm drainage layout, septic layout and water system layout. Upon completion of the preliminary site design, we will meet with you for a thorough discussion of site constraints and assets. We will make requested changes based on the discussion. After these changes have been made and mutually agreed upon, it will become the basis for the detailed design. Any changes after approval of the preliminary submittal will be charged at hourly rates attached to this proposal.

CONSTRUCTION DOCUMENTS

We will prepare Construction Documents of the Design Development Plan. The document package will include the following:

- A. Detailed Site Plan;
- B. Detailed Grading Plan;
- C. Storm Drainage Plan & Profile;
- D. Septic System Layout;
- E. Water Service Layout;
- F. Erosion Control Plan and Details;
- G. Construction Details;
- H. Hydrology Study/Detention/Water Quality Design (if required)

The drawings and study will be prepared in accordance with the County requirements for submittal for a Land Disturbance Permit. We will submit the package to the Development Department for Plan Review, and after receipt of comments, we will expedite the necessary revisions in order to obtain a Land Disturbance Permit.

NPDES NOTICE OF INTENT

We will prepare a Notice of Intent to Discharge Stormwater for the site.

We will submit the Erosion Control Plans and Notice of Intent application for review and assist the Owner with acquisition of approvals.

CONSTRUCTION ADMINISTRATION – CIVIL

The following services are included during the Construction period:

- A. Submittal Review;
- B. Coordination with other team members;
- C. Resolution of Discrepancies;
- D. Interpretations and Information Transmissions;
- E. 1 Site Visit to certify initial erosion control BMP's are installed as required by NPDES Permitting.
- F. 2 Site Visits during construction to be performed when requested by Client.

SCHEDULE

The above described services shall be completed within 180 days after the issuance of the Notice to Proceed by Client.

REIMBURSABLES

The direct cost of reproductions will be billed in addition to the fees quoted and includes an administrative fee. A budget of 5% of fees is suggested.

EXCLUSIONS

The following services are not included in the base fee. Several of these services can be provided upon request on an hourly basis as shown on the "Proposal Acceptance Sheet":

- 1. Subsurface Investigation/Geotechnical Engineering;
- 2. Off-site utility extension designs or local jurisdiction infrastructure upgrades;
- 3. Communication, power, site lighting, or gas line design;
- 4. Landscape design; Tree Protection design and inventory;
- 5. Retaining wall design;
- 6. Research to determine the exact location of existing utilities;
- 7. Water pressure testing, or fees, beyond assisting the Owner in securing hydrant test information;
- 8. Bid documents and Project Specifications Manual;
- 9. Revisions to the contract documents after approval by permitting authorities;
- 10. Revisions to the plans during construction due to unforeseen conditions;
- 11. As-built drawings and certifications;
- 12. Legal descriptions;
- 13. Construction supervision/management;
- 14. Construction staking;
- 15. Variance consultation, including stream buffers;
- 16. Stream/Wetland Delineations, Permits for Stream/Wetland impacts, including Nationwide Permits, Individual Permits and Mitigation Plans;
- 17. Environmental assessment;
- 18. Traffic impact or signal warrant studies;
- 19. Stormwater Monitoring and Erosion Control Inspections during construction as may be required by the Georgia NPDES General Permit;
- 20. Preliminary and/or Final Platting with Local Jurisdiction;
- 21. Recording of deeds and/or plats with local Clerk of Court;
- 22. NPDES Notice of Termination;
- 23. Revisions or updates to erosion, sediment, and pollution control plans during construction, and
- 24. Meetings.

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 AND CONDITIONS

1. STANDARD OF CARE

Client recognizes that subsurface conditions, (including physical, environmental, ecological and construction conditions) may vary from those observed at specific locations where borings, surveys, or explorations are made, and that such conditions may change with time. Data interpretations and recommendations by Georgia and West, Inc. will be based solely on information available to Georgia and West, Inc. Georgia and West, Inc. is responsible for those data, interpretations and recommendations but will not be responsible for other parties' interpretation or use of the data.

This agreement contemplates that Georgia and West, Inc. may be providing civil engineering and surveying services. Services performed by Georgia and West, Inc. under this agreement are expected by Client to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the specific discipline involved practicing contemporaneously under similar conditions in the locality of the project except as expressly stated in this Agreement. Under no circumstances is any other warranty, expressed or implied, made in connection with any Services provided by Georgia and West, Inc. under this Agreement.

2. RISK ALLOCATION

Both Client and Georgia and West, Inc. agree that they will not be liable to each other, under any circumstances, for special, indirect, consequential, or punitive damages arising out of or related to this Agreement.

3. INTENTIONALLY OMITTED.

4. SITE ACCESS AND SITE CONDITIONS

Client will grant or obtain free access to the site for all equipment and personnel necessary for Georgia and West, Inc. to perform the work set forth in this Agreement. Client will notify any and all tenants or possessors of the project site that Client has granted Georgia and West, Inc. free access to the site. Georgia and West, Inc. will take reasonable precautions to minimize damage to the site.

Client is responsible for accurately providing the locations of all subterranean structures and utilities and wetland sensitive areas. Georgia and West, Inc. will take reasonable precautions to avoid known subterranean structures and wetland sensitive areas.

5. SAFETY

Should Georgia and West, Inc. provide observations or monitoring services at the job site during construction or other field activities as set forth in the Proposal, Client agrees that, in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of work, and with compliance with all OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by Georgia and West, Inc. does not include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

6. MONITORING

In the event that Georgia and West, Inc. is retained by Client to provide a site representative for the purpose of monitoring specific portions of construction work or other field activities as set forth in the Proposal, Georgia and West, Inc. will promptly report its observations and professional opinions directly to Client. No action by Georgia and West, Inc. or Georgia and West, Inc.'s site representative can be construed as altering any Agreement between Client and others. Georgia and West, Inc. will report to Client any observed conditions or events related to the Scope of Work set forth in Georgia and West, Inc. Proposal. The Georgia and West, Inc. representative has no right to reject or stop work of any contractor or agent of the Client. Such rights are reserved solely with the Client. Furthermore, Georgia and West, Inc.'s presence on site does not in any way guarantee the completion or quality of the performance or the work performed by any party retained by Client to provide field or construction-related services.

Georgia and West, Inc. will not be responsible for and will not have control or charge of the means, methods, techniques, sequences, or procedures of construction or other field activities selected by any independent contractor or agent of the Client.

7. SAMPLING OR TEST LOCATION

Unless otherwise stated, the fees in Georgia and West, Inc.'s proposal do not include costs associated with surveying of the site for the accurate horizontal and vertical locations of tests. Field tests or boring locations described in a report or shown on sketches are based upon information furnished by others or estimates made in the field by our representatives. Such dimensions, depths, or elevations should be considered as approximations unless otherwise stated. If the Client specifies the test or boring location, Georgia and West, Inc. reserves the right to deviate a reasonable distance from the location specified.

8. ENVIRONMENTAL

It is the Property Owner's/Client's responsibility to comply with all environmental impact issues and to obtain all necessary permits from the appropriate governing authorities.

A. Discovery of Unanticipated Hazardous Materials

Client represents that Client has made a reasonable effort to evaluate if hazardous materials are on or near the project site, and that Client has informed Georgia and West, Inc. of Client's findings relative to the possible presence of such materials. Georgia and West, Inc. shall not be liable for hazardous substances on or near the project site.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Georgia and West, Inc. and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of Georgia and West, Inc. services. Georgia and West, Inc. and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for Georgia and West, Inc. to take immediate measures to protect health and safety.

Georgia and West, Inc. agrees to notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered.

Client agrees that matters involving hazardous materials are not part of the scope of work of Georgia and West, Inc.

B. Endangered Species

It is the Property Owner's/Client's responsibility to determine the presence of any endangered species on or near the project site. Further, the Property Owner/Client shall be responsible for notifying U.S. Fish and Wildlife Service of the proposed activity and to procure any necessary permits for the proposed activity.

C. State Waters and Waters of the United States (Streams/Wetlands)

It is the Property Owner's/Client's responsibility to determine the presence of any state waters and/or waters of the United States and have those features delineated on the project site prior to the commencement of work by Georgia and West, Inc. and/or any subcontractors, unless said delineation is included in the Proposal. Further, the Property Owner/Client shall be responsible for notifying all appropriate government entities of the proposed activity and shall comply with all local, state, and federal permitting, including but not limited to stream buffer variances and clean water act permitting.

9. TERMINATION

This Agreement may be terminated by either party thirty (30) days after written notice to the other party in the event of the breach of any provision of this Agreement by the other party, or in the event of substantial failure of performance by the other party, or if Client suspends the work for more than six (6) months. In the event of termination, Georgia and West, Inc. will be paid for services performed prior to the date of termination.

10. OWNERSHIP OF DOCUMENTS

All documents including, but not limited to, drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations, and estimates prepared by Georgia and West, Inc. as instruments of service pursuant to this Agreement shall be the sole property of Georgia and West, Inc. Georgia and West, Inc. hereby grants Client a perpetual nonexclusive license to use said instruments of service. Client further agrees that under no circumstances shall any document produced by our firm, pursuant to this Agreement, be used at any location or for any project not expressly provided for in this Agreement without Georgia and West, Inc. written permission. At the request and expense of Client, Georgia and West, Inc. will provide Client with copies of documents created in the performance of this work for a period not exceeding five years following submission of the report or reports contemplated by this Agreement.

11. EXCHANGE OF ELECTRONIC MEDIA

Georgia and West, Inc. agrees that it is responsible for the accuracy of the original sealed documents. If at any time, there exists a difference between the submitted electronic files and the original sealed documents, the original sealed documents will govern as the official delivered contract documents. Electronic documents are furnished for the convenience of the Client and Contractor. Written dimensions take precedence over scale.

12. GOVERNING LAW AND SURVIVAL

The validity, interpretation, and performance of this Agreement shall be governed by the law of the State in which the Georgia and West, Inc.'s office, identified as "Consultant" on the Proposal Acceptance Sheet for this project, is located. In addition, Georgia and West, Inc. and Client agree to submit to the personal and exclusive jurisdiction and venue of the state courts of Carroll County, Georgia with respect to any claims or disputes which may arise under this Agreement. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.

13. SURVEY NOTES

- A. No title or abstract research was performed by the undersigned for this survey.
- B. WARNING: This plat of survey makes no warranty or guarantee as to the existence of any easements of any type, no abstract or title search was performed by the undersigned to discover the existence of any easements.
- C. No warranty or guarantee as to the existence or location of underground structures is implied, only those items shown.
- D. No warranty or guarantee as to environmental issues has been implied; only those items shown hereon have been addressed.
- E. Only acts of possession, if any, which are visible from inspection of the property, are shown hereon. No warranty or guarantee is implied as to the existence of acts of possession by adjoining to the lands shown and described hereon.

- F. No warranty or guarantee as to county or city ordinance issues, to include setbacks, has been implied. Only those items shown have been addressed.

14. UTILITY LOCATIONS

Utility locations will be limited to those items apparent from a visual inspection and the utilities located by Utilities Protection Center (811) locators. Additional utility locations will require a private utility locator and their fee will be paid by the Client.

PAYMENT TERMS:

Compensation will be in accordance with the proposal referenced above. Invoices will be issued monthly. Client agrees to pay all charges not in dispute within 30 days of receipt of invoice.

Liens:

Notice is given that Georgia statute requires the filing of liens within ninety (90) days of last performing work on a project. Therefore, lien action will be initiated seventy-five (75) days after the last day work is performed when balances are outstanding. A voluntary extension of lien rights can be accomplished by a letter from the owner of the property.

PROPOSAL ACCEPTANCE SHEET

DATE: May 30, 2022

PROJECT NAME: Solid Waste Transfer Station

SERVICE		FEE
LEVEL 3 SOIL SURVEY FOR SEPTIC SYSTEM – ALLOWANCE (BY SUB-CONSULTANT)	\$	1,000.00
BOUNDARY & TOPOGRAPHIC SURVEY (SURVEYING BOUNDARY LINES ONLY WITHIN PROJECT SITE)	\$	15,000.00
PRELIMINARY PLANNING	\$	2,000.00
DESIGN DEVELOPMENT	\$	6,500.00
CONSTRUCTION DOCUMENTS	\$	26,500.00
NPDES NOTICE OF INTENT	\$	400.00
CONSTRUCTION ADMINISTRATION	\$	2,000.00
TOTAL	\$	53,400.00

Meetings have been excluded from the cost listed above and will be billed additionally at the hourly rates listed below.

ADDITIONAL SERVICES

Any services not addressed in this proposal and specifically requested by you will be provided on an hourly basis as follows:

HOURLY RATES:

- PRINCIPAL\$225.00/Hr.
- SENIOR SURVEYING MANAGER..... \$135.00/Hr.
- SENIOR ENGINEER\$135.00/Hr.
- FIELD CREW \$135.00/Hr.
- CIVIL TECHNICIAN \$110.00/Hr.
- CLERICAL.....\$50.00/Hr.
- Mileage\$0.58/Mi.
- Archive Search Fee.....\$200.00
- Electronic File – One Time License \$200-500
- Direct Costs – Administrative Fee..... 15%

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, Georgia and West, Inc. and the client listed below shall have entered into a binding agreement (the "Contract") pursuant to the terms set forth on "Terms and Conditions" sheets 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.

Terms and Conditions are printed in this Proposal. Please sign and return one (1) copy of the Proposal 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.

Sincerely,
Georgia and West, Inc.

ACCEPTED BY:
 CARROLL COUNTY, GEORGIA

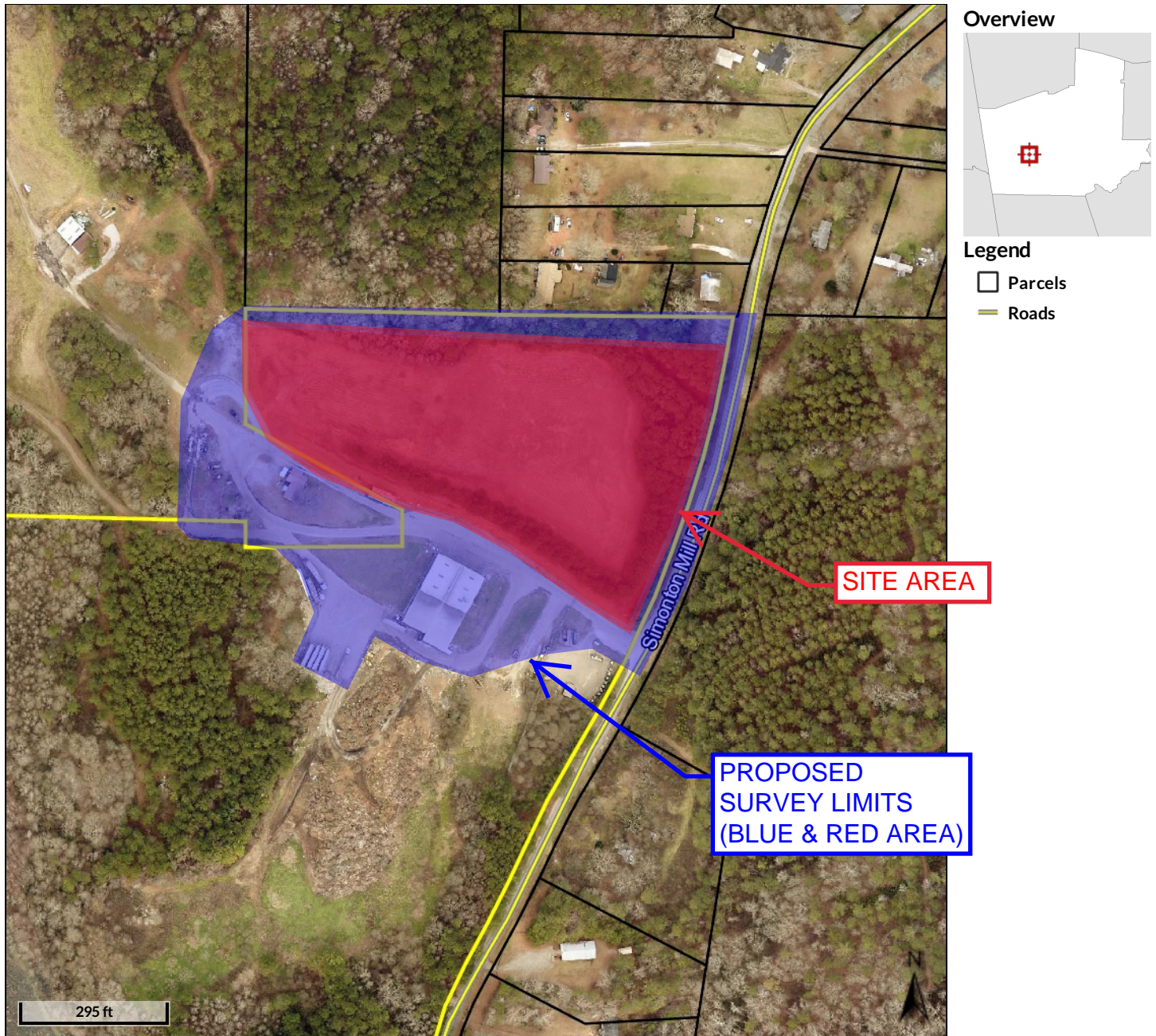
John D. Bass, P.E.
 President

By: _____
 Michelle Morgan, Chairman of the Board of Commissioners

Date: _____

Approved by:

 Jacqueline Dost, Director of Solid Waste



Date created: 5/30/2022
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