



31 May 2019

Mr. Steve Parris, Director
Gordon County Public Works
4011 SR 53 East
Calhoun, GA 30701

Re: **Proposal for Civil Engineering Services
Doe Lane – Flood Remediation**

Dear Steve:

Thank you for the opportunity to provide you with our proposal for civil engineering for flood remediation at the low point of Doe Lane. We understand that during periods of heavy or prolonged rainfall, the roadway is impassable for those residents at the west end of the street for several days. As we have discussed, the option to lay a relief drain to the north will be expensive and easement acquisition may be problematic. We agree that raising the level of the roadway may minimize the frequency of flooding for the residents there. In addition, we will evaluate the property adjacent to the small pond on the north side of the road to determine whether the pond can be enlarged to provide additional flood storage.

We propose to provide the following services to assist you in completing the necessary documentation to proceed:

Topographic Survey ***\$ 2,000***

We will provide ground-run topographic mapping for the area of the turnaround. We have estimated the area of the survey to be approximately two (2) acres. The topo will include two (2) foot contours, all visible hardscape, storm drainage and utilities marked by 811. We will need right of entry on Tax Parcels 076-071, 076-072, 076-062, 076-063 and 076-064 in order to complete the survey.

Flood Remediation Design ***\$ 13,500***

- Grading Plans - We will prepare a grading plan to potentially over-excavate the existing pond north of the road right-of-way and place fill to raise the lowest section of Doe Lane. The goal will be to keep the road passable during extended rainfall events.
- Storm Drainage - After the preliminary grades have been established, we will consider the drainage from the newly raised street and adjacent residences to determine whether any new inlets or pipes should be included in the design. It may be possible to create an "overflow" to the north through the embankment for extreme flooding conditions.
- Rights-of-way and Easements – At the completion of the design tasks above, we will identify areas of required right-of-way acquisition, if any, as well as both temporary (construction) and permanent easements.

- Erosion and Sediment Control Plans – Since the project area will likely exceed the one (1) acre threshold for requiring erosion control permits, we have included three-phase erosion control plans for local permitting.
- Construction Details: We will include construction for site details such as drainage structures, utility structures, pavement sections, etc.
- Notice of Intent and Seven Day Inspection: In accordance with NRCS guidelines, we have included filing the electronic Notice of Intent (NOI) and performing the seven-day inspection required to verify the initial installation of Erosion Control Best Management Practices (BMP's).

Project Exclusions

We have not included the following services as a part of this proposal:

- Environmental Permitting (wetlands, streams, etc.)
- Street Lighting Design
- Landscape and Irrigation Design

Total Civil Engineering & Surveying

\$ 15,500

Direct (reimbursable) expenses such as travel expenses, plan reproduction and small package shipping charges will be billed at cost x 1.10. Progress payments will be billed monthly. Your signature below will serve as our notice to proceed. Please feel free to call me at (770) 548-7929 if you have questions regarding this proposal.

Feel free to call us if you have questions regarding this proposal.

Best Regards,



Mark R. Shamblin, P.E.
President



This AGREEMENT is made this _____ day of _____, 2019, by and between CivilSouth, Inc. herein after called "CONSULTANT" and Gordon County, Georgia herein called "CLIENT".

The purpose of this AGREEMENT is to engage CONSULTANT to perform specialized professional services for CLIENT in accordance with the terms and conditions set forth in the following section and the "Standard Terms and Conditions" attached hereto and made part of this AGREEMENT and together with the CLIENT's acceptance, shall constitute the entire AGREEMENT superseding any and all previous correspondence and arrangements relating to this work.

1. CLIENT hereby agrees to retain CONSULTANT to perform professional services as described herein. This AGREEMENT applies only to the specific project identified herein.
2. General Responsibility: CONSULTANT agrees that he shall act as an independent contractor and shall perform the services provided for in this AGREEMENT in accordance with the generally accepted standard of care of CONSULTANT's profession.
3. CONSULTANT agrees to perform the services set forth herein ("Scope of Services").
4. CLIENT agrees to compensate CONSULTANT for its services according to the schedule of payments included herein ("Fee Schedule").
5. Insurance: For any services provided under this AGREEMENT, CONSULTANT shall procure and maintain in effect insurance coverage in as required and complying with the Laws of the State of Georgia.
6. Indemnification and Hold Harmless: CLIENT agrees to indemnify and hold CONSULTANT, his employees, and agents harmless of, from, and against any claims, costs, expenses (including attorney's fees), judgments, penalties, liabilities or losses which may be sustained by or secured against CONSULTANT, his employees acts, and agents, arising from the negligent acts, errors or omissions of the CLIENT, his employees, and agents arising out of or connected with the performance of this AGREEMENT.
7. Limitation of Liability: CLIENT agrees to Limitation of Liability not to exceed 50% of the total fees set forth in this AGREEMENT.
8. Ownership of Documents: CLIENT acknowledges that the Construction Documents anticipated within the Scope of Services under this AGREEMENT remain the exclusive property of the CONSULTANT.
9. Termination: CLIENT may terminate this AGREEMENT with CONSULTANT upon written notice if CONSULTANT breaches his obligations under this AGREEMENT or for any other cause. CLIENT shall compensate CONSULTANT for performance of services through the period of notice.
10. Attorney Fees: Should suit be filed to enforce or for the breach of the term of this AGREEMENT, the prevailing party shall be entitled to the award of reasonable attorney's fees.
11. Governing Law: This AGREEMENT shall be governed by the Laws of the State of Georgia.
12. Severability: If any provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect and are binding on CONSULTANT and CLIENT.

The Parties agree that they have read this AGREEMENT, are familiar with the terms therein and agree to be bound.

Gordon County, Georgia

Date

CivilSouth, Inc.

Date