



DATE: 7/15/2020  
CLIENT: Ms. Shannon Powell  
ADDRESS: Avondale Estates City Hall  
21 N Avondale Plaza  
Avondale Estates, Georgia 30002

**P19-057.1**

**RE: PROPOSAL FOR LAND SURVEYING SERVICES  
Avondale Estates Survey**

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Dear Shannon,

**Long Engineering** is pleased to submit this proposal for Land Surveying services for the preparation of Boundary Surveys for the adjacent properties impacted by the proposed City Park and associated roadway improvements. These surveys will be used for the identification of proposed right of way acquisition, and temporary/permanent easements. The following is a description of the scope of work that is required to complete this task:

**SCOPE OF SERVICES:**

**1.0 Surveying Services**

Long Engineering Inc., proposes to provide a Boundary Surveys for the existing DeKalb County tax parcel 15 249 14 015, located at 145 Oak Street, tax parcel 15 249 005, located at 2950 Franklin Street, tax parcel 15 249 14 007, located at 2556 oak Street, and tax parcel 15 249 001, located at 2968 Parry Street, Avondale Estates, DeKalb County, Georgia. A site exhibit is attached. Separate surveys of the individual properties will be prepared. The surveys will be prepared in accordance with the State of Georgia Technical Standards for Property Survey. A legal description and area for the subject tract will be prepared and shown on the survey. Review of a title commitment or title report, provided by the client, may be provided and addressed as part of the survey if provided in advance of the start of field activities.

The surveys will depict the location of substantial visible improvements and visible above ground evidence of utilities. Boundary information will be shown based on current tax record ownership information and a ground run survey of the property.

The project horizontal datum will be relative to the North American Datum 1983 (NAD83), projected to the Georgia State Plane Coordinate System, West zone.

Long Engineering Inc., will prepare right of way acquisition, temporary easement and permanent easements plats associated with a proposed right of way area to be created along the southeasterly property line of the 145 Oak Street property.

Long Engineering Inc., will prepare right of way acquisition, temporary easement and permanent easements plats associated with a proposed right of way area to be created along the common boundary line between the 2556 Oak Street and 2968 Parry Street properties.

As an additional service, Long Engineering Inc., will provide submittal services on behalf of the client. Acquisition and easement plats will be submitted to the governing authority for their review, comment and approval. Submittal services and addressing comments will be provided on an hourly basis. Submittal fees and costs will be billed as direct reimbursable expenses.

We will provide the following deliverables:

- 3 copies of each survey (if requested)
- 1 PDF of each survey (via e-mail)

**145 Oak Street**

Survey Fee: \$7,200.00

**2550 Franklin Street**

Survey Fee: \$5,600.00

**2556 Franklin Street**

Survey Fee: \$7,200.00

**2968 Parry Street**

Survey Fee: \$6,200.00

**145 Oak Street Acquisition and Easement Plats**

Survey Fee: \$4,500.00

**2556 Franklin Street and 2968 Parry Street Acquisition and Easement Plats**

Survey Fee: \$4,500.00

**TOTAL: \$35,200**

Schedule - Anticipate delivery of the surveys 3\* weeks from notice to proceed (weather permitting).

\*Please note that DeKalb County has closed public access to governmental facilities through no less than August 12, which will impact records research and project delivery schedules. Other unforeseen delays associated with COVID-19 may occur.

**INVOICES:**

Invoices for the work will be submitted on the first day of each month and are due payable in full within 30 days.

**SERVICES NOT INCLUDED:**

The following services are not included in this proposal but can be provided at the Client's request:


1. Preparation of zoning or variance applications;
2. Research to determine the location, approximate or exact, of existing utilities;
3. Owner requested revisions to the contract documents after submittal to permitting authorities;
4. As-built drawings and certifications;
5. Fees related to obtaining permits (ie, submittal fees, impact fees, permit fees, etc.).

**REIMBURSABLE EXPENSES:**

Reimbursable expenses, such as photo-reproduction, computer plotting, printing and courier services will be billed to the client at cost and are in addition to the fees above. All in-house plots associated with the project will be billed at \$0.42 per sq. ft. for bond plots. Project related mileage will be billed at the prevailing rate issued by the IRS at the time of invoicing.

The Terms and Conditions for our services are attached.

**Long Engineering**



Andrew Pankopp, PE, LEED AP BD+C  
Vice President, Land Development



Joe Severin, PE, LEED AP  
President

**City of Avondale Estates**

By: \_\_\_\_\_

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



## STANDARD TERMS AND CONDITIONS

### **1. Standards of Performance**

LONG ENGINEERING, LLC. (LONG) will perform services using the degree of care and skill ordinarily exercised under similar circumstances by members of LONG's profession practicing in the same or similar locality. No other warranty, expressed or implied is made or intended in this agreement or by our oral or written reports.

Professional services shall be performed pursuant to applicable codes, regulations and laws in effect on the date of this Agreement. Changes in the codes, laws or regulations after the effective date of this Agreement may warrant modifications to LONG's scope, schedule or compensation.

Client shall furnish to LONG all information in the possession, custody or control that relates to the project and that may bear upon the services of LONG under this Agreement.

### **2. Scope of Services**

LONG agrees to provide the services as enumerated in the Proposal attached to and made a part of this Agreement. The Scope of Services of the Proposal is intended to include the services that could be reasonably anticipated based on LONG's similar past projects. LONG does not guarantee or warrant that the Scope of Services is inclusive of all services required. Client agrees that services found to be required that are not expressly included in the Scope of Services will be performed by LONG as an Additional Service.

### **3. Payment Terms**

Invoices will be submitted generally on a monthly basis and are payable in full upon receipt. Unpaid balances will be subject to an additional charge at the rate of 1-1/2% per month from the date of invoice if not paid within 30 days. If full payment has not been received after 60 days from invoice date, LONG may suspend services without liability until the Client has paid in full all amounts due LONG on account of services rendered and expenses incurred, including interest on past due invoices.

Client's obligation for payment of services provided pursuant to this Agreement is in no way dependent on Client's ability to obtain financing, regulatory approvals or payment from third parties.

### **4. Documents**

All documents, including but not limited to drawings, notes, calculations, specifications and exhibits are instruments of service with respect to this Agreement and will remain the sole property of LONG. LONG will furnish the Client copies of documents at the Client's request and the Client shall pay for all costs of reproduction. Client agrees not to reuse the documents for any other project not expressly provided for in this Agreement without the written consent of LONG. Reuse of the documents without LONG's written consent or adaptation for the intended application will be at the Client's sole risk and without liability or legal exposure to LONG or LONG's consultants. Client shall indemnify and hold

harmless LONG and LONG's consultants from all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting therefrom.

Copies of documents that are to be relied upon by the Client shall be limited exclusively to printed copies that are signed and sealed by LONG. Electronic copies are subject to inadvertent modification and misuse and are not a substitute for the printed copy. Electronic copies provided to the Client at the Client's request are for the convenience of the Client and their use is at the user's sole risk, unless stamped.

## **5. Construction Phase Services**

Client agrees that LONG is not responsible for supervising, directing or controlling the Contractor's work, nor for the means, methods, techniques or sequencing of construction. Client understands and agrees that compliance with safety laws and regulations, implementation of safety programs and installation of safety measures to protect all persons and property at the project site is completely and solely the responsibility of the Contractor.

LONG may provide field observation services during the construction of the project. This service is intended to review portions of the work for general compliance with the Contract Documents. This service in no way relieves the Contractor of his responsibility to perform all work in strict conformance with the Contract Documents and all applicable laws and regulations.

## **6. Insurance**

LONG agrees to purchase and maintain at its own expense, Worker's Compensation Insurance, Comprehensive General Liability Insurance and Professional Errors and Omissions Liability Insurance and will, upon request, provide insurance certificates to the Client naming the Client as addition insured. LONG shall maintain professional liability insurance for a minimum of \$1 million.

Client shall require the Contractor to purchase and maintain General Liability and other insurance as specified in the Contract Documents.

At the Client's request and at the Client's sole cost, LONG will provide additional insurance coverage, increased limits or a reduced deductible that is more protective than the existing policy provided such requested insurance is commercially available and the carrier is acceptable to LONG.

## **7. Limitation of Liability**

Client agrees that LONG's sole liability for and to the Client and to all contractors, subcontractors, materialmen and all others working on this project due to any injuries, claims, losses, expenses or damages whatsoever arising from any cause or causes including but not limited to LONG's errors, omissions, professional negligence, negligent acts, breach of contract or breach of warranty shall be limited to fifty thousand dollars (\$50,000).

## **8. Reimbursable Expenses**

Client shall reimburse LONG for the cost plus a 10% markup for handling of all outside vendors used on the project including printing, plotting, copying. Project related vehicular travel will be reimbursed at the prevailing per mile rate allowed by the IRS.

## **9. Project Related Fees**

Payment of fees to Cities and/or Counties related to permitting, variances, applications, zoning shall be paid by the Client and are excluded from the

consulting service fees itemized in the proposal. City/County fees paid by LONG at the Client's request will be reimbursed by Client.

**10. Termination**

The obligation to provide further services under this Agreement may be terminated for cause by either party upon 14 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This agreement will not terminate as a result of such substantial failure so long as the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof.

This Agreement may be terminated for convenience by the Client effective no later than 2 days following receipt of the termination notice by LONG.

LONG will prepare a final invoice for all services performed and expenses incurred up to the effective date of the termination. Client agrees to pay said invoice in full within 30 days of receipt.

**11. Severability**

In the event that any provision of this Agreement is found to be unenforceable, all other provisions shall remain in full force and effect.

**12. Survival**

All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Client and LONG shall survive the completion of the services and the termination of this Agreement.

**13. Controlling Law**

This Agreement shall be governed in all respects by the laws of the State of Georgia

# 2020 HOURLY RATE SCHEDULE

Long Engineering invoices our Clients in accordance with specific project contracts. When services are indicated to be billed on an hourly basis, the following rates will be used depending on the personnel classification during regular working hours. Overtime rates for some classifications will be charged at time and a half. These rates will be applicable through December 31, 2020 and will be modified beginning January 1, 2021. All invoices for time billed after December 31, 2020 will reflect 2021 rates.

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Principal .....	\$225
Project Manager .....	\$195
Senior Engineer.....	\$165
Engineer V.....	\$150
Engineer IV.....	\$135
Engineer III .....	\$120
Engineer II .....	\$105
Engineer I .....	\$90
Technician III.....	\$85
Technician II.....	\$75
Technician I.....	\$65
Survey Director .....	\$195
Senior Land Surveyor.....	\$165
Registered Land Surveyor III.....	\$135
Registered Land Surveyor II.....	\$110
Registered Land Surveyor I.....	\$95
Project Surveyor .....	\$85
Survey Technician II.....	\$80
Survey Technician I.....	\$70
Survey Project Manager II.....	\$100
Survey Project Manager I.....	\$90
Survey Field Crew (1 Person).....	\$90
Survey Field Crew (2 person).....	\$140
Survey Field Crew (3 person).....	\$185
Administrative II.....	\$80
Administrative I.....	\$60
Engineering Intern.....	\$60
Utility Supervisor .....	\$90
Utility Technician II.....	\$65