



May 13, 2025

Ashley Youmans | Director, Economic Development
City of Chamblee
3518 Broad Street
Chamblee, GA 30341

RE: **3519 Broad Street, Chamblee, Dekalb County, Georgia, TM Proposal #S250516**

Ashley:

Per your request, please find below our scope and fees for completing professional surveying services for preparing a Re-Plat of two parcels of property located and lying within Land Lot 309, 18th District, City of Chamblee, Dekalb County, Georgia. The property is also defined as Dekalb County Tax Parcel Numbers 18-309-11-069 and 18-309-11-070. The work to be performed is based on our best understanding and knowledge of your needs in accordance with your email request and our phone call On Tuesday, May 13, 2025. The proposed survey area is further defined and outlined in red on Attachment "A".

Scope and Fee

1. **Re-Plat** – TerraMark will a Re-Plat of the two parcels as identified above to adjust the common property line common to Parcels 18-309-11-069 and 18-309-11-070. The plat will be prepared in conformance to the requirements of the City of Chamblee, Georgia and provided to you for submittal, review and approval. TerraMark will also prepare three metes and bounds descriptions to accompany the aforesaid plat. The descriptions will be of the "new" parcels as well as the property that is being transferred. All survey data will be tied to control established in accordance with the NAD83 Georgia State Plane Coordinate System (West Zone). Once the plat is approved and recorded among the Land Records of Dekalb County, Georgia, TerraMark will set the new property corners as required by Georgia Survey Law.

Hourly Estimated Fee (Not to Exceed) \$ 3,400.00

Excluded Items:

The following tasks are not included in our scope of services: ALTA/NSPS Land Title Survey; Title Search; Topographic Survey; Tree Survey; Storm and Sanitary Sewer information (Other than visual inspection from ground level); Wetlands Survey; Stream Buffer Designations; Underground Utility Location and Marking; Recording Fees; Submittal and Review Fees; Interior Building Survey; Recordation Process or Plat Submittals; Construction Services; and Items not included in Table A, above.

Schedule:

Based upon our current workload, we will endeavor to complete the requested work and provide you with our deliverables for Task 1 within **25-28 Calendar Days** from Notice-to-Proceed. The quoted schedule is valid for 15 calendar days from the date of this proposal. If released after this timeframe, TerraMark will provide an up-to-date schedule upon release.

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Terms & Conditions:

Items not specifically covered under the scope and fee section above will be invoiced on a time basis and charged per the Hourly Rates as identified on Attachment "B".

If this proposal is acceptable to you, TerraMark will perform the work referenced above in accordance with the attached General Terms and Conditions, Attachment "C", which are incorporated into and made a part of this proposal. Please sign below as acceptance of this proposal and Terms and Conditions as referenced above and return to us an official notice to proceed. TerraMark will proceed with the work and add to our schedule upon receipt of a signed version of this proposal.

Should you have any questions or comments, please call us at your convenience.

Sincerely,
TerraMark Land Surveying, Inc.
Paul Cannon, RLS
President

Authorized Signature Date
City of Chamblee

BROAD STREET
(APPARENT 40' PUBLIC RM)

PID# 18 309 11 070

PID# 18 309 11 005

HEYKIM, LLC
PID# 18 309 11 069
DB 31118 PG. 407

TERMINUS RUSTED, LLC
PID# 18 309 11 003
DB 26303 PG. 760

STOP A STREET

STOP AHEAD

REDUCE SPEED AHEAD

SCALE: 1" = 40'

**“Attachment B”
BILLING RATES**
EFFECTIVE: January 1, 2025

Labor:

Registered Land Surveyor (Principal).....	\$135.00
Project Manager (RLS).....	\$125.00
Project Manager.....	\$110.00
Senior Survey Technician.....	\$100.00
Survey Technician.....	\$ 95.00
Survey Crew (2 Person).....	\$155.00
Survey Crew (3 Person).....	\$185.00
Survey Crew (Building Layout).....	\$165.00
GIS Technician.....	\$ 90.00
GIS Data Collector (1 Person).....	\$ 75.00
Robotic Crew (1 Person).....	\$ 95.00
GPS Crew (1 Person).....	\$ 95.00
Crew Chief (Project Oversight).....	\$ 75.00
Clerical.....	\$ 58.00

Expenses:

Reproduction.....	Cost
Travel (meals, lodging).....	Cost
Mileage, Stakes and Miscellaneous Supplies.....	No Charge
Sub Consultants.....	Cost +3%

NOTES: Charges for survey crews will begin at the time of departure and end at the time of return to their home base. If less than one day's field work is ordered, standard hourly rates will be charged with a minimum of \$450.00.

The fees and rates in this schedule are subject to escalation after a period of six months from the effective date above, and annually thereafter.

Attachment "C"
TERMS & CONDITIONS

The provisions of the Agreement are for the sole benefit of the parties hereto and are not intended to benefit any person not a party to this Agreement, with the exception of those clauses relating to the sub-consultants. This Agreement shall not be assigned or transferred by either TM or the Client without prior written consent of the other. Notwithstanding the foregoing, however, TM shall not be prohibited from contracting with qualified sub-consultants or from assigning to a bank, trust company, or other financial institution any claims for compensation due, or to become due, without such prior written consent.

1. **EXTRA SERVICES:** TerraMark Land Surveying, Inc. (TM) shall provide extra services, not specifically called for in the Scope of Services, upon request or authorization of the Client. Any revisions to the Scope of Services during the duration of this Agreement due to changes in laws, regulations, policies, ordinances or Client's direction will subject the fees for the items affected to renegotiation. TM has no obligation to continue to furnish services pending renegotiations and is not liable for damages caused by delays due to revisions to Scope of Services, renegotiation, or any required changes or rescheduling of Client's work.

2. **TIME OF PERFORMANCE:** TM will commence work on or as soon as practicable after the date of execution of this Agreement and all work as set forth in the attached Scope of Services shall be completed in a timely manner, assuming the prompt submission of all required data and the scheduling of all meetings and reviews by the Client.

3. **COMPENSATION:** The fees in this Agreement apply only in the event that the particular phase of services is authorized or necessary. Execution of this Agreement will authorize the performance of all the specified services unless otherwise noted in writing on the Agreement.

An invoice covering progress payments due and reimbursable expenses shall be submitted to Client monthly by TM. The progress payment due shall include the portion of the fee earned based upon the percentage of the services performed, as determined by TM, all other services performed and not covered by the fee, and all costs advanced, including reimbursable expenses.

Payment is due when invoice is rendered. Any unpaid balance shall bear interest at the rate of 1 ½ % per month, starting at the end of the month following the month the invoice is dated. Client agrees to and shall pay to TM all costs and expenses for collection including but not limited to Attorney's Fees and court costs. Such costs shall be added to the account and bear interest at the rate set forth above.

If Client should fail to pay TM within sixty (60) days after the date of the invoice TM shall have the right, upon seven (7) days written notice to Client, to stop work on Project until payment of the amount owing, including all interest charges and collection costs, has been received. The "date of invoice" shall be the date entered on the first invoice for the services in question.

In the event Project is sold or transferred while a balance remains due and owing to TM, Client agrees to direct settlement Attorney to notify TM of the date and place of settlement and Client hereby authorizes and instructs said settlement Attorney, without the necessity of further authorization or instruction, to withhold from the funds arising out of said sale or transfer sufficient funds to pay said balance due, including interest, and to immediately transfer such payment to TM upon settlement.

Standard hourly rates for any services performed on a time (hourly) basis or for any services not covered in this Agreement are as shown on Attachment "B". General consulting or coordination services, including but not limited to preparation for and attendance at meetings, will be billed at the standard hourly rates set forth below. The fees and rates in this Agreement are subject to escalation after a period of six months from the date first above written, and annually thereafter.

If orders are placed for less units than the minimum number of units quoted, TM may, at its option, charge fees based on the standard hourly rates set forth below. If less than one day's field work is ordered, standard hourly rates will be charged with a minimum charge of \$450.00. Stakeouts, if quoted on other than hourly basis, are for one time only.

4. **PERSONNEL:** TM represents that they have, or will secure at their own expense, all personnel required to perform the services under this Agreement and that such personnel will be fully qualified to perform such services. Should the Scope of Services require TM to retain outside sub-consulting services, TM may do so upon written authorization by the Client, and the Client shall compensate TM for such sub-consulting services.

5. **RESPONSIBILITIES OF THE CLIENT:** It is agreed that the Client will have the following responsibilities under this Agreement:

- A. The provision of all available information, data, reports, records, and maps to which the Client has access and which are needed by TM for the performance of the services provided for herein.
- B. Providing for assistance and cooperation for TM in obtaining any other needed material, which the Client does not have in its possession.
- C. Making available the services of the Client as may be necessary to obtain information as needed to perform the work program set forth in the Scope of Services.
- D. The designation of a single representative who will be authorized to make necessary decisions required on behalf of the Client and will serve to provide the necessary direction and coordination for the Project.
- E. Bear all costs for permitting, processing fees, bonds, taxes and/or advertising for the Project.
- F. Provide access to all affected private property for TM to perform all necessary surveying, engineering and inspections.
- G. Provide protection and maintenance of all stakeout hubs and control points at all times and should include appropriate provisions in all Agreements and subcontracts. In the event that any survey points are destroyed, damaged, or lost, or made inaccessible by construction activity, vandalism, or other cause beyond the control of TM and must be replaced, charges for the replacement will be on an hourly basis at the standard hourly rates set forth below. TM is not liable for damages due to errors in location or elevation where stakeout hubs and points have not been preserved. In case of dispute regarding such error, TM field notes will govern.
- H. ☐ If box is marked, an up-to-date title report and all supporting documents are to be furnished to TM by Client, prior to commencement of work.

All such Client responsibilities shall be conducted in a timely manner and without undue delay so as not to delay TM in the performance of its services. TM is not responsible for the accuracy or validity of information obtained from others and utilized in the services covered under this Agreement.

6. **OPINION OF STUDIES AND PROBABLE CONSTRUCTION COSTS:** Because of their preliminary nature, Client acknowledges that neither TM nor its sub-consultants are responsible for damages or losses incurred through the use of studies, concept plans, sketch plans, preliminary plans, site assessments, or cost estimates prepared by TM in excess of the charges made for these services.

7. **OWNERSHIP OF MATERIALS:** All drawings, plans, maps, photographs, data and copies thereof remaining in TM's possession are the property of TM and subject to its sole discretionary control. TM reserves all of its rights in any drawings, plans, photographs, and data and copies thereof furnished to Client or to others and may preserve its rights under Federal Copyright Law. Any further use of this data is subject to separate renegotiation and fee. Any special requirements as to form or content of the instruments of service (including, plans, drawings, and specifications) must be agreed to in advance and specified in this Agreement.

8. **DELAYS BEYOND THE CONTROL OF TM:** It is agreed that events which are beyond the control of TM may occur which may delay the performance of the Scope of Services. In the event that the performance of the Scope of Services by TM is delayed beyond their control, TM shall notify the Client of such delay and the reasons therefore, and the Client shall extend the time of performance appropriately. TM is not liable for damages caused by delays in performance of the services which arise from events beyond its reasonable control.

9. **CHANGES:** It is agreed that events which are beyond the control of TM may occur which may, from time to time, request modifications or changes in the Scope of Services. Such changes, including any increase or decrease in the amount of TM's compensation, which are mutually agreed upon by and between the Client and TM, shall be incorporated in written amendments.

10. **TERMINATION OF AGREEMENT:** This Agreement may be terminated by either the Client or TM, with 10 calendar days written notice. In the event of such termination, all finished or unfinished plans, specifications and reports prepared by TM shall, at the option of the Client, become its property. TM shall be entitled to receive just and equitable compensation for work accomplished prior to the termination.

11. **LIABILITY AND STANDARD OF CARE:** TM shall perform services for Client in a professional manner, using that degree of care and skill ordinarily exercised by consultants practicing in the same or similar locality as the project. Client acknowledges that TM is a corporation and agrees that any claim made by the Client arising out of any act or omission of any director, officer or employee of TM in the execution or performance of this Agreement shall be made against TM and not against such director, officer or employee. TM's liability to the Client for any indemnity commitments or for any damage arising in any way out of performance of this Agreement is limited to the total fees paid by Client or Fifty-Thousand Dollars (\$50,000), whichever is less. However, at Client's discretion, TM's limit of liability may be increased to \$1,000,000. The consideration to TM for such increase will be a ten percent (10%) increase in the fee(s) proposed herein. IF THE CLIENT DESIRES TO HAVE THE \$1,000,000 LIMIT OF LIABILITY, ALONG WITH THE INCREASED FEES, PLEASE INITIAL THE BOX AT THE END OF THIS PARAGRAPH.

Client shall hold harmless, indemnify, and defend TM from any and all liability, claims, damages, losses, costs, or expenses of any nature based on injuries (including death) of employees, other than TM employees, arising out of and in connection with their employment while performing services arising out of or connected with this Agreement, except where such injuries result from the sole negligence of TM.

Client acknowledges that the existence of Federal Clean Water Act "wetlands" may impact on Project and the services to be furnished by TM, and, under certain circumstances, may require permits (which permits are Client's responsibility). Absent a specific direction herein to TM to either perform a wetlands survey or to utilize one timely furnished by Client, TM is directed to furnish its services on the basis that the Project has no wetlands issues (which wetlands issues, if any, shall be reported to TM) shall be at cost of and the sole responsibility of Client, who shall indemnify and hold TM harmless therefore.

Because risks arising from potential damages due to pollution, hazardous waste and asbestos are presently uninsurable, Client agrees to notify TM of the existence of any such dangers prior to the commencement of any of the services and Client further agrees to and shall hold harmless, indemnify, and defend TM from all liability, claims, damages, losses, costs, or expenses arising from or due to the discharge, release, or escape of such substances where such discharge, release, or escape arises out of services performed under this Agreement, except where such discharge, release, or escape is due to the sole negligence of TM. TM may decline to proceed or may stop furnishing services on any project where such dangers are disclosed or discovered when the rendering of such services presents, in the sole discretionary judgment TM unreasonable risks. TM will not be responsible for any delays, damages, losses, costs, or expenses therefrom due to such refusals to proceed.

This document and attachments represent the entire Agreement between the parties. If fully executed and proposal is delivered to TM more than 60 days after date first appearing hereon, terms are subject to revision or acceptance by TM.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement as of the date of the proposal. The invalidity of any portion of this Agreement shall not affect the validity or enforceability of any other portion.