



**Carter & Sloope**  
CONSULTING ENGINEERS

September 19, 2016

Mr. Lloyd Kerr  
Newton County Board of Commissioners  
1124 Clark Street  
Covington, GA 30014

RE: Newton County Board of Commissioners, Georgia  
Beaverdam Creek Mitigation Site Monitoring  
C&S Project No.: N2065.002

Dear Mr. Kerr:

Carter & Sloope, Inc. (C&S or Engineer) is pleased to submit this Proposal/Scope of Services letter for the referenced project (Project) to provide engineering services to the Newton County Board of Commissioners (Owner) for completion of the 2016 Year-5 Performance monitoring of the proposed Beaverdam Creek Mitigation Site. The scope of services described below is based on discussions and emails with Owner's personnel and our understanding of the project. The Owner's Professional Services Agreement and its Terms and Conditions executed on   //  /  , 2016 are made part of this proposal.

**Scope of Work (Basic Services)**

As previously discussed, C&S provides wetland permitting services, however, we do not provide wetland mitigation monitoring or management services; therefore, we are partnering with Nutter & Associates, Inc. (NAI) to conduct the stream and wetland restoration monitoring, final wetland delineation and jurisdiction determination, and reporting for the Beaverdam Creek Mitigation Site (mitigation site) in Newton County. We have worked with Nutter & Associates to develop this Scope of Work and are including their proposal letter dated August 26, 2016 as an attachment to our proposal. It is our understanding the mitigation site was implemented to provide mitigation for an expansion of the Newton County landfill, which resulted in discharge of fill material into waters of the United States (U.S. Department of the Army Permit no. 200800084). Our proposed Scope of Work is based upon the three primary tasks listed in the Scope of Work submitted to the Newton Co. Board of Commissions by Eco-Tech Consultants, dated May 9, 2016, for the final year (5<sup>th</sup> year) of monitoring at the mitigation site:

1. 2016 Year 5 Performance Monitoring
2. Final Wetland Delineation & Jurisdictional Determination
3. Mitigation Success Audit and Comprehensive Year 5 monitoring Report

Detailed descriptions of the proposed tasks is included in the attachment from NAI's proposal. Because we are unfamiliar with the mitigation site and its current performance status, we

have included in our proposal a line item budget for pre-project meeting with the USACE and Newton Co. to review the site.

After having read Eco-Tech's 2015 Monitoring Report, we are concerned that the wetlands vegetation has not developed as it should, which means this mitigation site may not reach its original goals. If that occurs, the USACE could reject all or a portion of this wetlands site, which could require the County to purchase wetlands credits in lieu of this mitigation bank. Because there is uncertainty at this point if the USACE will accept this final mitigation site, we have also included a contingency task to conduct an additional site visit with USACE and conduct a Wetland Mitigation Credit Audit, which will be invoiced hourly with the not-to-exceed fees described below.

**Fee Basis**

C&S will complete the Basic Scope of Work on a time and expense basis with a not-to-exceed without prior written authorization, the amounts below. Note that we will mark-up Nutter & Associates, Inc.'s invoice 10% and this expense is included in our not-to-exceed fee.

<b><u>Task</u></b>	<b><u>Description</u></b>	<b><u>Not-to-Exceed Fee</u></b>
1	<b>Pre-Project Meeting</b> (Basis of fee: NAI's fee \$2,690 x 1.10 + C&S fee \$1,241)	\$ 4,200
2	<b>2016 Year 5 Performance Monitoring</b> (Basis of fee: NAI's fee \$15,040 x 1.10 + C&S fee \$ 656)	\$ 17,200
3	<b>Wetland Delineation &amp; Jurisdictional Determination</b> (Basis of fee: NAI's fee \$2,670 x 1.10 + C&S fee \$663)	\$ 3,600
4	<b>Mitigation Success Audit &amp; 2016 Year 5 Monitoring Report</b> (Basis of fee: NAI's fee \$9,430 x 1.10 + C&S fee \$2,327)	\$ 12,700
<b>Total of Items 1 - 4 =</b>		<b>\$37,700</b>

The not-to-exceed costs for contingency tasks is listed below and will only be used if needed after the 2016 Year 5 Mitigation Report is submitted to USACE if they determine that additional wetlands credits are needed.

<b><u>Task</u></b>	<b><u>Description</u></b>	<b><u>Not-to-Exceed Fee</u></b>
5	<b>Agency coordination and/or Site Visits</b> (Basis of fee: NAI's fee \$1,890 x 1.10 + C&S fee \$1,121)	\$ 3,200
6	<b>Wetland Mitigation Credit Audit</b> (Basis of fee: NAI's fee \$4,160 x 1.10 + C&S fee \$2,124)	\$ 6,700
<b>Total Contingency Tasks =</b>		<b>\$ 9,900</b>

**Additional Services**

Services not included within the Basic Scope of Services above, which are considered Additional Services, are specifically excluded from the Scope of the Engineer's services, but can be provided on an hourly basis in accordance with our Hourly Fee Schedule or as agreed to in writing by the Owner and the Engineer. Additional Services include, but are not limited to, the following:

- a. Services resulting from significant changes in the scope, extent, or character of the portions of the Project including, but not limited to, changes in size, complexity, Owner's schedule, and revising previously accepted reports, permits, or other project related documents when such

- revisions are required by changes in Laws and regulations enacted subsequent to the date of this proposal or are due to any other causes beyond Engineer's control.
- b. Services required as a result of Owner providing incomplete or incorrect Project information to Engineer.
  - c. Furnishing services of Engineer's Sub-Consultants, if any, for other than Basic Services.
  - d. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project. Preparation time for deposition and trial testimony or arbitration will be charged at hourly rate multiplied by 1.25. Actual time for deposition, trial testimony or arbitration including travel time will be charged at hourly rate multiplied by 2.0. Reimbursable expenses will be charged at actual cost multiplied by 1.10.
  - e. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner and not specifically provided in the Basic Services.
  - f. Geotechnical engineering and consulting.
  - g. U.S. Army Corps of Engineering Permitting not specifically provided in the Basic Services
  - h. Providing topographic surveys and/or staking and any type of property or boundary surveys or easements or related surveying services needed for the transfer of interests in real property; and providing other special field surveys not specifically detailed in the Basic Services.
  - i. Preparing for and participating in public meetings and/or public hearings unless specifically included in the Basic Services;
  - j. Other services performed or furnished by Engineer not otherwise detailed or provided for in this Agreement.

#### **Hourly Fee Schedule**

Hourly rates used for Basic and/or Additional Services shall be determined by multiplying individual hourly rates of each class of employee by the number of hours spent performing the service.

Principal (P.E.)	\$165.00/Hour
Senior Professional Engineer (P.E.)	\$160.00/Hour
Project Manager	\$140.00/Hour
Project Engineer II	\$130.00/Hour
Project Engineer I	\$105.00/Hour
Construction Observer II/Technician II	\$95.00/Hour
Technician I	\$85.00/Hour
Construction Observer I	\$65.00/Hour
CADD Operator II	\$70.00/Hour
Draftsman	\$55.00/Hour
Clerical	\$65.00/Hour
Survey Crew (3 Person)	\$200.00/Hour
Wetlands Technician	\$155.00/Hour
Subcontract Consultants (if required)	Actual Cost X 1.10

Carter & Sloop reserves the right to adjust the Hourly Fee Schedule annually beginning January 1, 2017 and we will provide the Owner with an updated schedule prior to any hourly rates increases. Note that any changes to our Hourly Fee Schedule will not affect any of our lump sum and/or not-to-exceed fees stated herein.

#### **Reimbursable Expenses/Sub-Consultants**

Direct reimbursable expenses for Basic Services and Additional Services, if any, including, but not limited to, fees from sub-consultants, will be charged at 1.10 times direct cost.

If you have any questions or concerns regarding our proposed Scope of Work and/or proposed fee schedule, please contact me. I would welcome the opportunity to discuss this with you. If the Scope of Services is acceptable, please sign, date, and return one (1) copy to us for our files. Once approved, Carter & Sloope can begin work on this project immediately.

Sincerely,



Martin C. Boyd, P.E.

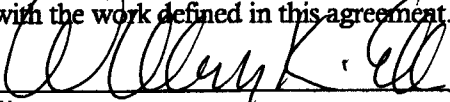
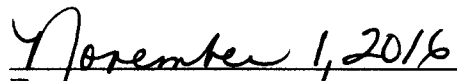

MCB:hdc

encl: Scope of Work and Budget from Nutter & Associates, Inc. dated August 26, 2016

cc: Mr. Tom Sloope, P.E., C&S-Macon  
File

Owner Acceptance:

I hereby acknowledge review of this Scope of Services and authorize Carter & Sloope, Inc. to proceed with the work defined in this agreement.

  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Date  
\_\_\_\_\_  
Title



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Athens, GA 30606-2152  
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F (706) 354-7928  
www.NutterInc.com

August 26, 2016

Martin C. Boyd, P.E.  
Carter & Sloope, Inc.  
1031 Stonebridge Parkway  
Watkinsville, GA 30677

Subject: Scope of Work and Budget to conduct Stream and Wetland Performance Monitoring for the Beaverdam Creek Mitigation Site, Newton County, Georgia. Proposal No. 16-116.

Mr. Boyd,

Nutter & Associates (NAI) is pleased to provide this Scope of Work (SOW) and budget to conduct stream and wetland restoration monitoring, final jurisdictional determination, and reporting for the Beaverdam Creek Mitigation Site (mitigation site) in Newton County, Georgia. The mitigation site was implemented to provide mitigation for an expansion of the Newton County Landfill that resulted in discharge of fill material into waters of the United States (Department of the Army Permit #200800084). Based on the SOW submitted to the Newton County Board of Commissioners by Eco-Tech Consultants, dated May 9, 2016 (attached), it is our understanding that three primary tasks are required to complete the final year of monitoring for the Beaverdam Creek Mitigation Site:

- 1) **2016 Year 5 Performance Monitoring**, including monitoring of existing vegetation plots, streambank stability for the Beaverdam Creek stream restoration, and fish and macroinvertebrate communities, as well as groundwater level data collection;
- 2) **Final Wetland Delineation**, including a jurisdictional determination in accordance with the 1987 Corps of Engineers Wetland Delineation Manual and the Eastern Mountains and Piedmont Region Regional Supplement (USACE 2012); and,
- 3) **Mitigation Success Audit and a comprehensive Year 5 Monitoring Report**, including results of Tasks 1 and 2 above, and an assessment of monitoring data from Years 1 – 5 to assess the mitigation site performance based on success criteria in the 2008 Comprehensive Mitigation Plan and revisions to those criteria approved by U.S. Army Corps of Engineers (USACE) Project Manager Adam White in 2015.

Due to NAI's unfamiliarity with the mitigation site and its' current performance status, this SOW also includes a pre-project meeting with the USACE, Newton County, and Carter & Sloope to ensure that the above tasks fulfill USACE's requirements for the final year of monitoring. This task also includes time to provide correspondence with the USACE and Newton County and to review additional documents related to previous monitoring at the mitigation site. Finally, this SOW also includes contingency tasks for agency coordination and/or site visits and a Wetland Mitigation Credit Audit, if necessary, as detailed in the attached Eco-Tech SOW.

**BUDGET**

The not-to-exceed cost for the tasks described in the attached SOW is \$29,830. A detailed budget breakdown is provided below:

<u>Task</u>	<u>Cost</u>
<b>1) SOW Item 5: 2016 Year 5 Performance Monitoring</b>	<b>\$ 15,040</b>
- Vegetation plot monitoring	
- Stream restoration monitoring	
- Fish sampling	
- Macroinvertebrate sampling and Identification	
- Groundwater well data collection	
<b>2) SOW Item 6: Wetland Delineation &amp; Jurisdictional Determination</b>	<b>2,670</b>
- Desktop inspection	
- Field inspection and delineation	
- Wetland jurisdictional determination	
- Stream jurisdiction and flow regime assessment	
<b>3) SOW Item 7: Mitigation Success Audit &amp; 2016 Year 5 Monitoring Report</b>	<b>9,430</b>
- Years 1 – 5 Monitoring Data assessment	
- Performance Criteria evaluation	
- Report preparation and coordination internal review and edits	
<b>4) Pre-Project Meeting</b>	<b>2,690</b>
- Additional agency correspondence	
- Document review	
<b>Total</b>	<b>\$29,830</b>

The not-to exceed cost for the contingency tasks described in the attached SOW is \$6,050. The budget for Contingency Task A detailed below includes the cost for one site visit and four additional hours of agency coordination. The budget for Contingency Task B detailed below includes 32 hours for a Wetland Mitigation Credit Audit. Any additional site visits, agency coordination, or time for a Wetland Mitigation Credit Audit will be billed on a time and expense basis.

<u>Contingency Tasks</u>	<u>Cost</u>
SOW Task A: Agency Coordination and/or Site Visits	\$ 1,890
SOW Task B: Wetland Mitigation Credit Audit	4,160
<b>Total</b>	<b>\$6,050</b>

Mr. Martin C. Boyd  
Carter and Sloope, Inc.  
August 26, 2016  
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We can begin work on the Beaverdam Creek Mitigation Site Monitoring project within two weeks upon receipt of authorization to proceed (via the attached Professional Services Contract). This budget is representative of the actual costs associated with performance of the tasks outlined above. We invoice monthly on a time and expense basis in accordance with the attached fee schedule. Should situations be encountered during the course of the project such that the scope of work and/or budget are changed, Nutter & Associates will contact you for approval prior to performing out-of-scope tasks. If the scope of work meets your needs and the budget is acceptable, please return a signed copy of the attached Professional Services Contract. This will authorize us to begin work and will serve as your acceptance of our terms.

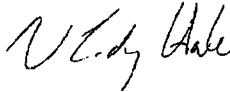
Nutter & Associates is pleased to provide these services. If you have any questions regarding the proposed budget and/or scope please do not hesitate to contact us. We look forward to working with you.

Sincerely,

NUTTER & ASSOCIATES, INC.



Shelley Dodd  
Staff Scientist II



Cody Hale, Ph.D., PH  
Principal, Project Scientist



Tony Greco, PWS  
Principal, Project Scientist

Attachments