HMR

HUTCHINSON, MOORE & RAUCH, LLC

Post Office Box 1127
Daphne, Alabama 36526

Telephone: (251) 626-2626
Fax: (251) 626-6934

May 14, 2014

Mr. Butch Stokes, P.E.
City of Foley
Post Office Drawer 1750
Foley, Alabama 36536

RE: North Pine Street Drainage

Dear Mr. Stokes:

Hutchinson, Moore & Rauch, LLC (HMR) met with you on Wednesday, May 7, 2014 to discuss the drainage issues along North Pine Street from West Fern Avenue to West Section Avenue. The drainage issues discussed included the flooding of houses at the intersection of North Pine Street and Fern Avenue from the recent heavy rains, evaluation of the downstream drainage structures along North Pine Street and West Section Avenue and the evaluation and inventory of cross drain pipes that would be affected if improvements were made. The anticipated construction cost for these improvements are approximately $200,000 - $225,000. At the request of the City Engineer, this proposal shall supersede the proposal you received Monday, May 12, 2014.

HMR is pleased to provide you with the Engineering Fee Schedule for the work described above.

Survey and Design Fee	$21,500
Construction Engineering and Inspection Fee	$22,000
Materials Testing Fee	$2,500
Total	$46,000

If you need any additional information or have any questions regarding this matter, please contact me at 380-8740.

Sincerely,

HUTCHINSON, MOORE & RAUCH, LLC

James H. Robertson, P.E.
Project Manager
14.039a

HUTCHINSON, MOORE & RAUCH, LLC

Professional Services Agreement

PART 1. GENERAL

THIS AGREEMENT, including attachments as hereinafter noted, made and entered into and between Hutchinson, Moore & Rauch, LLC and the Client identified herein, provides for the Professional Services described under Part 3 of this Agreement.

Client: City of Foley

Address: PO Box 1750

City/State/Zip Code: Foley, AL 36535

Contact Person: Butch Stokes

Phone: 251-943-1545 **Fax:** 251-952-4014

Short Title: North Pine Street Drainage, **or the "Project"**

PART 2. GENERAL DESCRIPTION OF PROJECT SITE:

Intersection of North Pine Street and Fern Avenue.

PART 3. DESCRIPTION OF PROFESSIONAL SERVICES to be provided by Hutchinson, Moore & Rauch, LLC are identified below:

Survey & Design related to the Project
Construction Engineering and Inspection related to the Project
Materials Testing related to the Project

PART 4. THE COMPENSATION TO BE PAID Hutchinson, Moore & Rauch, LLC for providing the requested Services shall be as follows:

Engineering – Survey and Design		$21,500.00
Construction Engineering & Inspection		$22,000.00
Materials Testing		$2,500.00
	Total	$46,000.00

IN WITNESS WHEREOF, this Agreement, which is subject to the General Terms and Conditions (Part 5.) is accepted on the later date written below.

	CITY OF FOLEY	HUTCHINSON, MOORE & RAUCH, LLC:
SIGNED:		James H. Robertson, II
TYPED NAME:	**John E. Koniar**	**James H. Robertson, II, P.E.**
TITLE:	**Mayor**	**Project Manager**
DATE:	**May 14, 2014**	**May 14, 2014**

HMR

PART 5. TERMS AND CONDITIONS

5.1 DATE OF COMMENCEMENT AND DURATION: The Date of Commencement of this Agreement shall be the date last appearing on the signature page. This Agreement shall remain in effect for 12 months from the acceptance date of this agreement, or until terminated as provided herein, or extended by mutual agreement in writing.

5.2 IF HUTCHINSON, MOORE & RAUCH, LLC's SERVICES UNDER THIS AGREEMENT ARE DELAYED for reasons beyond HUTCHINSON, MOORE & RAUCH, LLC's control, the completion date specified in this Agreement shall be modified accordingly and the fees shall be renegotiated for any unfinished services as of the effective date of such change.

5.3 COMPENSATION DEFINITIONS: Reimbursable costs include: fees of Professional Subcontractors (whose expertise is required to complete the project) and out-of-pocket expenses, the cost of which shall be charged at actual costs plus an administrative charge of ten percent (10%) and shall be itemized and included in the invoice.

5.4 INVOICE PROCEDURES AND PAYMENT: Hutchinson, Moore & Rauch, LLC shall submit invoices to the Client for Services accomplished during each calendar month. For Services provided on a Lump Sum basis, the amount of each monthly invoice shall be determined on the "percentage of completion method" whereby Hutchinson, Moore & Rauch, LLC will estimate the percentage of the total Services (provided on a Lump Sum basis) accomplished during the invoicing period. Monthly invoices shall include, separately listed, any charges for Services for which time charges and/or unit costs shall apply. Such invoices shall also include, separately listed, any charges for Professional Subcontractors and reimbursable costs. Hutchinson, Moore & Rauch, LLC shall submit such invoices as soon as possible after the end of the month in which the Services were accomplished and shall be due and payable by the Client upon receipt.

The Client, as owner or authorized agent for the owner, hereby agrees that payment will be made for said Services within thirty (30) days from the date of the invoice; and, in default of such payment, hereby agrees to pay all costs of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. The Client hereby acknowledges that unpaid invoices shall accrue interest at twelve percent (12%) per annum after they have been outstanding for over sixty (60) days. If an invoice remains unpaid ninety days (90) after the date of the invoice, Hutchinson, Moore & Rauch, LLC may, upon giving seven (7) days written notice of its intent to do so, suspend all Services on the Client's project. This suspension shall remain in effect until all unpaid invoices are paid in full. If an invoice remains unpaid one hundred and twenty days (120) after the date of the invoice, Hutchinson, Moore & Rauch, LLC may, upon giving seven (7) days written notice of its intent to do so, terminate this Agreement and pursue its remedies for collection.

5.5 EXPERT WITNESS SERVICES: It is understood and agreed that Hutchinson, Moore & Rauch, LLC services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, a Professional Services Agreement Addendum may be negotiated between the Client and Hutchinson, Moore & Rauch, LLC describing the services desired and providing a basis for compensation to Hutchinson, Moore & Rauch, LLC.

5.6 COST ESTIMATES: Client hereby acknowledges that Hutchinson, Moore & Rauch, LLC cannot warrant that estimates of probable construction or operating costs provided by Hutchinson, Moore & Rauch, LLC will not vary from actual costs incurred by the Client.

5.7 LIMIT OF LIABILITY: The limit of liability of Hutchinson, Moore & Rauch, LLC to the Client for any cause or combination of causes resulting from the Services hereunder rendered, shall be, in total amount, limited to the fees paid under this Agreement.

5.8 CONSTRUCTION SERVICES: If, under this Agreement, professional services are provided during the construction phase of the project, Hutchinson, Moore & Rauch, LLC shall not be responsible for or have control over means, methods, techniques, sequences, or procedures; or for safety precautions and programs in connection with the Work. Nor shall Hutchinson, Moore & Rauch, LLC be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents or for Contractor's failure to comply with applicable laws, ordinances, rules or regulations. Under no circumstances will Hutchinson, Moore & Rauch, LLC have any direct contractual relationship with the contractor, any subcontractors or material suppliers.

5.9 INSURANCE: Hutchinson, Moore & Rauch, LLC shall at all times carry, on all operations hereunder, worker's compensation insurance, public liability and property insurance, automotive public liability and property damage insurance, and professional errors and omissions insurance. At the request of the Client, Hutchinson, Moore & Rauch, LLC will have the client listed as additional insured where appropriate.

5.10 ASSIGNMENT: Neither the Client nor Hutchinson, Moore & Rauch, LLC will assign or transfer its interest in this Agreement without the written consent of the other. Hutchinson, Moore & Rauch, LLC, however, does reserve the right to subcontract any portion of the Services.

5.11 SUSPENSION, TERMINATION, CANCELLATION OR ABANDONMENT: In the event the Project described in, or the Services of Hutchinson, Moore & Rauch, LLC called for under this Agreement, is/are suspended, canceled, terminated, or abandoned by the Client, Hutchinson, Moore & Rauch, LLC shall be given seven (7) days prior written notice of such action and shall be compensated for the Services provided up to the date of suspension, termination, cancellation, or abandonment including reimbursable expenses in accordance with the provisions of this Agreement.

5.12 ENTIRETY OF AGREEMENT: This Agreement embodies the entire Agreement and understanding between the parties, their successors and assigns hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing and signed by both parties hereto. The laws of the State of Alabama shall govern this Agreement unless specifically stated otherwise. This Agreement includes this document.

5.13 HOLD HARMLESS: The Client will hold harmless and indemnify Hutchinson, Moore & Rauch, LLC for any design changes, construction changes, or damages resulting from the use of a topographic survey or other information prepared by others and provided by the Client.

5.14 GENERAL CONDITIONS: HMR will not provide a certification letter(s) for Site Plans designed by HMR without verifying, at a minimum and not limited to the following: finished floor elevations, storm sewer pipe sizes and invert elevations, sanitary sewer pipe sizes and invert elevations, water line pipe sizes, detention and outfall structure dimensions and elevations, curb and asphalt elevations.

Unless specifically detailed in the Scope of Work for this contract, the fees for these services are considered separate from and in addition to all other services and will be paid for by Client as a negotiated lump sum fee or hourly per the attached Rate Schedule.

ATTACHMENT A

SCOPE OF SERVICES

Hutchinson, Moore & Rauch, LLC (HMR) shall perform the following professional services.

Engineering – Survey and Design:

HMR will provide a survey, design and supporting documents required for a contractor to bid upon and construct the "Project".

Construction Engineering and Inspection:

HMR will provide a Field Representative and Project Manager to observe the construction of the "Project".

Materials Testing:

HMR will provide a subconsultant to ensure materials and workmanship meet the "Project" specifications.

ATTACHMENT B

HUTCHINSON, MOORE & RAUCH, LLC

Engineers ♦ Surveyors
Land Planners

RATE SCHEDULE

May 14

PROJECT PRINCIPAL	$175.00 PER HOUR
PROJECT MANAGER	$140.00 PER HOUR
PROFESSIONAL LAND SURVEYOR	$110.00 PER HOUR
PROJECT ENGINEER	$110.00 PER HOUR
ENGINEER	$ 80.00 PER HOUR
DESIGNER	$100.00 PER HOUR
ENGINEERING TECHNICIAN	$ 90.00 PER HOUR
CADD TECHNICIAN	$ 70.00 PER HOUR
SURVEY TECHNICIAN	$ 75.00 PER HOUR
CONSTRUCTION REPRESENTATIVE	$ 65.00 PER HOUR
CLERICAL	$ 50.00 PER HOUR
2 MAN CREW	$ 125.00 PER HOUR
3 MAN CREW	$155.00 PER HOUR
GPS SURVEY EQUIPMENT	$35.00 PER HOUR

HMR

*Initials*_____