



July 28, 2021

City of Foley
Engineering Department
200 N. Alston Street,
Foley, AL 36535

Attn: Chad Christian, PE – City Engineer

Re: Proposal of Professional Services – County Road 12 Topographic Survey

Dear Chad,

Engineering Design Group, LLC (EDG) is pleased to submit this proposal of professional surveying services associated with the above-referenced project. The subject area is located along County Road 12 and is approximately 2.75 acres. The exact location and limits of the scope are shown on the attached Exhibit A.

We will provide topographic and right-of-way surveying. Our scope of work is described in more detail on the following pages. We understand that this survey will be used in the future for the basis of a drainage study and drainage design for improvements.

Thank you for the opportunity to present our proposal. We look forward to working with you on this project.

This agreement is provided with the expectation that it is not being used in a price comparison with other professional services firms. Alabama law prohibits licensed engineers and land surveyors from participating in any process that solicits prices from two or more licensed engineers or land surveyors simultaneously. The law defines this practice as bidding and participation by a licensee is prohibited. If this agreement is being used in this manner, we must by law, withdraw this agreement from consideration.

Attachments: Exhibit A – Survey Limits

Scope of Services

1.1 Topographic and Right-of-Way Survey

Engineering Design Group will perform a topographic survey for the use in basis of design for this project. The limits of the survey are as required to include the current conceptual footprint of the project. Contours will be shown at 1-foot intervals, and will be based from USGS datum. Spot elevations will be shown in flat areas. Two benchmarks will be set on site. Visible drainage structures will be shown indicating top and invert elevations as well as type and size of pipes. Visible improvements will be shown including buildings, walls, fences, sidewalks, curbs, parking areas, and paved areas. Landscaped areas and tree lines will be shown on survey, individual shrubs and trees will not be shown on survey. The limits of the survey will extend 100' into existing streets to which our new improvements will tie.

We will show visible utilities and subsurface utilities as marked by utility companies or as shown on maps. We will coordinate with Alabama One Call requesting all subsurface utilities situated in public right-of-way marked to enable an accurate location and depiction of the subsurface utilities. Alabama One Call does NOT mark any utilities that are within the limits of private property.

1.2 Additional Services

Service needs that arise and are required but have not been included in our original scope of services will be performed on an hourly basis according to the attached fee schedule. We will not proceed with additional work without the Client's approval.

Exclusions

Items specifically **NOT INCLUDED** in this scope of work include: Engineering, Permitting fees, ADEM construction stormwater permitting (it is assumed that land disturbance will be less than 1 acres and therefore will not require permitting through ADEM's office), ALTA Survey, Individual Tree Locations, Landscape Design, Utility relocations (we assume that the concept will be revised to avoid utility relocations), Construction phase Geotechnical Testing, Corps of Engineers Permitting, Structural Design of Retaining Walls and Storm Water Monitoring. If any of these items becomes necessary, we will perform those tasks as Additional Services or help you to contract with an entity which provides that service.

2.0 Compensation and Payment for Services:

Engineering Design Group, LLC's fee for the scope of services outlined in Part 1.0 is as follows:

| | |
|--------------------------------|----------------------------------|
| 2.1 Topographic Survey | \$ 5,750.00 Lump Sum |
| 2.2 Additional Services | Hourly Rates, as Required |

Our receipt of a signed copy of this proposal will serve as our formal notice to proceed with the above described scope of services.

Engineering Design Group, LLC can commence work immediately upon receipt of your written authorization to proceed. If this proposal is acceptable, please authorize Engineering Design Group, LLC to proceed with the above Scope of Services by signing in the appropriate location and returning a copy to Engineering Design Group, LLC.

Sincerely,
Engineering Design Group, LLC

Brian Craig Johnson, P.L.S., Alabama License #23004

“This cost proposal is accepted as written and Engineering Design Group, LLC is hereby authorized to commence the work as described in the above Scope of Services”

Authorization by: _____

Title: _____ Date: _____

HOURLY RATE SCHEDULE AND REIMBURSABLE EXPENSES

Personnel time for additional services covered under this agreement will be invoiced based on the following Rate Schedule. These Rates are subject to adjustment on January 1st of each year.

Engineering Rate Schedule

- Principal in Charge \$150.00 per hour
- Project Manager \$130.00 per hour
- Senior Design Engineer \$120.00 per hour
- Project Engineer \$105.00 per hour

Surveying Rate Schedule

- Field Crew \$145.00 per hour
- Professional Land Surveyor \$125.00 per hour
- Senior Drafter \$ 95.00 per hour
- Drafter \$ 85.00 per hour

Reimbursable Expenses

Expenses incurred for work covered under this contract will be invoiced at cost plus 15 percent. These expenses include, but are not limited to:

- Printing
- Shipping
- Permitting and Application Fees
- Outside Consultants
- Travel – (Travel will be reimbursed at \$0.58 per mile)

Payment

Services rendered in accordance with this proposal will be invoiced monthly based on work completed. Invoices are due upon receipt and will be considered delinquent if not received within 30 days after receipt. Engineering Design Group LLC may, without legal consequence, suspend services until payment is received.

Client agrees that payment for services rendered shall not be contingent or dependent upon any conditions or any action or undertaking of the Client other than those conditions, if any, specifically set forth in this agreement.

EXHIBIT A - SURVEY LIMITS

