

A Proposal For The City of Foley Foley, AL 36535

**Chad Christian
City Engineer**



**June 29, 2023
Presented by:
Beyond Measure Surveying LLC
1608 Burtonwood Dr.
Foley Alabama, 36535
Phone: (251) 752-7017
Cell: (765) 376-5217**

ATTACHMENT "A"

Description of Proposed Services

Beyond Measure Surveying (hereinafter referred to as **(SURVEYOR)**) is very pleased to submit this proposal for professional Surveying services provided in conjunction with a proposed 2 lot Minor Subdivision to be located in Section 24, Township 7S, Range 3E, Baldwin County, Alabama. State ID Parcel#55-06-24-0-000-066.000

This proposal is made solely between The City of Foley (**CLIENT**) and Beyond Measure Surveying, LLC. (**(SURVEYOR)**).

SURVEYOR proposes to render professional engineering and surveying services as requested by **CLIENT** and itemized below.

A. SCOPE OF BASIC WORK AND ITEMIZED PROPOSAL

1. Two (2) lot Minor Subdivision interior to real estate currently owned by Robert Carl Breckner. PIN 4501, Parcel#55-06-24-0-000-066.000
 - a. Property Boundary Survey of parent tract and interior division to include the placement or discovery of artificial monumentation at all interior/exterior corners of parent tract and interior division
 - b. Plat of Survey shall include all requisite information, certifications and acknowledgements for Preliminary and Final Plat submittal to City and the County of Baldwin

* Any application fee, permitting fee, wetlands delineation or other fees incurred by other contractors shall be the responsibility of owner or City of Foley.

Total Cost (NTE) = \$2,600.00 (includes all materials)

Additional services may be provided as a Time and Materials cost shown in "Attachment A"

We appreciate the opportunity of working with you on this project. Upon your acceptance, please sign and date this proposal.



Date: 6/29/2023

Reese Harpel, L.S.#40196-S

*** Accepted By:**

Authorized Name

Date: _____

Authorized Name

Date: _____

ATTACHMENT "A"

**Beyond Measure Surveying LLC
2023 Labor rates**

\$150.00	1 person survey crew
\$195.00	2 person survey crew
\$225.00	3 person survey crew
\$200.00	Construction Staking
\$125.00	Licensed Professional
\$80.00	Computer Technician
\$80.00	Research Specialist
\$50.00	Administrative
Materials at current retail price +10%	

**Beyond Measure Surveying
Project #2473FOB**

***BEYOND MEASURE SURVEYING,
LLC. (BMS)***
Terms and Conditions

Not to Exceed Cost (NTE): In providing a not to exceed price bid on this agreement or the attached contract proposal, the client (s) understands that the bid is based upon the scope of the work as delineated on the attached request for fee proposal or bid proposal as interpreted by BMS. Any work performed outside the scope of the work agreed to in this proposal must be requested in writing by the Client(s). An additional fee for any extra work will be negotiated between and agreed upon in writing by the Client(s) and BMS before such extra work can begin.

Time and Materials (T&M): The Client understands that BMS will charge the client for the labor and materials used to perform the work outlined in the Agreement. Labor will be charged hourly at the rates shown on the Agreement. Materials will be charged with a 20% markup on the wholesale cost of the Materials.

Prices valid for 30 days, fee and/or remaining balance due to be paid within 10 days of final invoice. A 1.5% (one and one-half percent) billing charge will be added to any account not paid in full within 10 days. From the end of the 10 days any account not yet paid in full will be considered overdue and a 1.5% (one and one-half percent) service charge will be added every 30 days until account is paid in full. A Lien will be filed (recorded) at the Office of the Judge of Probate within 40 days from the Invoice date unless previous arrangements have been made or noted. A fee of \$100.00 (one hundred dollars) will be charged for the preparation and filing of said Lien and a fee of \$100.00 (one hundred dollars) will be charged for the preparation and filing of a Lien Release.

Mediation: In an effort to resolve any conflicts that arise during the completion of the project, the Client(s) and BMS agree that all disputes between them arising out of or relating to this agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The client(s) and BMS further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

Timelessness of Performance: BMS acknowledges the importance to the Client(s) project schedule and agrees to put forth reasonable efforts in performing the services with due diligence under this Agreement in a manner consistent with that schedule, as understood by BMS. The Client(s) understands, however, that BMS's performance must be governed by sound professional practices.

Permits and Approval: BMS shall assist the Client(s) in applying for those permits and approvals typically required by law for projects similar to the one for which the BMS services are being engaged. This assistance consists of completing and submitting forms as to the results of certain work included in the scope of services. The Client(s) agrees to provide payment directly to all parties necessary, in order to obtain said permits and approvals and accepts all responsibility for payment(s). BMS is not obligated to Guaranty Payment if Client(s) payment(s) becomes default.

Jobsite Safety: Neither the professional activities of BMS, nor the presence of BMS or this entities employees and subconsultants at a project or construction site, shall relieve the Owner or General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of project or construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. BMS and this entity's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client(s) agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the Client(s) agreement with the General Contractor. The Client(s) also agrees that the Client(s), BMS and BMS consultants shall be indemnified and shall be made additional insureds under the General Contractor's general liability insurance policy.

**Beyond Measure Surveying
Project #2473FOB**

Limitation of Liability: In recognition of the relative risks and benefits of the project to both the Client(s) and BMS, the risks have been allocated such that the Client(s) agrees, to the fullest extent permitted by law, to the limit of liability of BMS and this entities subconsultants to the Client(s) and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney(s) fee(s) and cost(s) and expert witness fee(s) and or cost(s), so that the total aggregate liability of the BMS and this entities subconsultants to all those named shall not exceed \$50,000.00 (fifty-thousand dollars) or BMS total fee for services rendered on this project, whichever is less. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

Indemnification: The Client agrees, to the fullest extent permitted by law, to indemnify and hold BMS harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Client's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Client(s) is legally liable for and arising from the project that is subject of this Agreement. BMS is not obligated to indemnify the Client(s) in any manner whatsoever for the Client(s) own negligence.

Collection Costs: In the event legal action is necessary to enforce the payment provisions of this Agreement, BMS shall be entitled to collect from the "Client" any judgment or settlement sums due, reasonable attorney's fees, court costs and expenses incurred by BMS in connection therewith and, in addition, the reasonable value of BMS's time and expenses spent in connection with such collection action, computed at BMS's prevailing fee schedule and expense policies.

If you have any questions to terms and conditions, please seek legal counsel.

THE SURVEY WILL BE RECORDED, AFTER PAID IN FULL WITHIN 30 DAYS (unless another date is clearly specified and agreed to in contract):