



ENGINEERING DESIGN TECHNOLOGIES, INC.

9786B Timber Cir | Spanish Fort, Alabama 36527 | office 251.415.4636 | www.EDTinc.net

May 8, 2023

Mayor Ralph Hellmich
Attn: Mr. Darrell Russell
Foley City Hall
407 E. Laurel Ave.
Foley, AL 36535

Re: City of Foley Public Works Complex
Foley, Baldwin County, Alabama
CBMPP and ADEM Inspections Fee Proposal

Dear Mr. Evans:

We are pleased to submit this proposal to provide our services to establish the CBMPP and conduct the ADEM inspections for the above reference project. This proposal shall outline the services that we will provide.

SCOPE OF SERVICES

1. Prepare the CBMPP \$5,000.00

The ALDOT Construction Best Management Practices Plan (CBMPP) is intended to satisfy the requirements of the Alabama Department of Environmental Management (ADEM) Administrative Code and the National Pollutant Discharge Elimination System (NPDES) Construction General Permit.

2. ADEM Site Inspections \$500.00 per inspection **Not to Exceed Amount \$24,000.00 (this is estimated for (2) visits a month.**

The Alabama Department of Environmental Management (ADEM) regulations currently requires an Owner or operator to have the site inspected at a minimum of a monthly basis and after every rainfall of 3/4 inch or more in a 24-hour period. An EDT representative will perform an inspection of the site to monitor erosion and sediment control and present the report to the Program Manager.

Responding to ADEM warnings/violations and other requested site meetings will be invoiced at an hourly rate (see attached EDT Rate Schedule) and is not included in the above fees or inspections.

Assumptions

- A. The site is a Priority Construction site, as defined by ADEM. ADEM tends to monitor Priority Construction sites closely.



- B. According to ADEM, the Owner is ultimately responsible for construction related to erosion and sediment control on the site and ensuring the Contractor performs his duties including the project requirements listed below.
- C. The Demo Contractor will be required to have a project sign, the active ADEM permit, and a rain gauge present and visible on site. The Contractor is also responsible for maintaining records of his daily inspections, rain records, monthly inspection records, and other correspondence related to ADEM permitting and erosion control on the site. The Demo Contractor will leave all BMPs in place and turn over all documents to EDT.
- D. EDT will monitor the rain gauge for any event that exceeds 3/4 inch in a 24-hour period so that the inspections can be scheduled.
- E. The Contractor is expected to comply with ADEM requirements and regulations. These requirements can be found in the Alabama Department of Environmental Management, Water Division - Water Quality Program, Volume II, Division 335-6 and on the ADEM website.
- F. EDT is not responsible for any permit fees, or fines for the project.
- G. EDT will monitor the site until final vegetation is established and erosion control measures are removed.
- H. EDT is not responsible for construction site safety.
- I. EDT will not perform continuous inspections or certify to the Contractors' work.

We will begin services upon receipt of this signed agreement.

We look forward to working with you on this project.

Sincerely,

Zachary Robertson, PE
Engineering Design Technologies, Inc.

05/08/2023

Date

Cc: Mr. Jeff Phillips

Engineering Hourly Rate Schedule

Principal	\$ 200.00
Project Manager	\$ 175.00
Senior Engineer	\$ 170.00
Engineer	\$ 130.00
Senior Designer	\$ 115.00
Designer	\$ 85.00
Senior CADD Technician	\$ 115.00
Clerical	\$ 75.00
Field Inspector.....	\$ 85.00

Additional Services Not Included in Base Engineering Design:

Actual billing to be on an hourly basis as per the attached Hourly Rate Schedule. We will promptly notify you if during the course of the project it becomes apparent any such anticipated fees will be exceeded.

Services or items of work not included shall be as follows:

- 3-D modeling or plan preparation with Revit or similar software. All plans will be prepared with use of AutoCAD Civil 2022 3D.
- Hazardous materials abatement/removal procedures, fees, etc.
- Geotechnical exploration services, recommendations, such as asphalt/concrete pavement buildup design, or bore locations
- Construction materials testing such as soil density tests, concrete compressive strength testing, material sieve analysis, etc.
- Landscape / irrigation design / hardscape design
- Design of new or relocations of natural gas main, steam, chilled/hot water main, electrical, telecommunication, TV, or other data utilities (routing to be coordinated with MEP)
- Structural design, including site retaining walls (only retaining wall locations and elevations included in design fee), steps, handrails, additional foundation drains, or other site features requiring structural analysis and design.
- Site Lighting
- Exterior/interior sump pumps
- Preparation of any necessary easement plats, legal descriptions, etc. associated with public utilities, i.e. Algasco, Alabama Power, AT&T, etc.

- As-Built survey (s) and /or drawings during or following construction
- Staking/layout of items of work prior to or during construction
- Continual day-to-day construction observation
- Floodplain Permitting (FEMA, etc.)
- Public Meetings (Rezoning, Board of Zoning Adjustment, Planning, Council, etc.) are EXCLUDED.

CONTRACT TERMS AND CONDITIONS:

The **Owner (City of Foley)** and the **Engineer (EDT)** agree as follows:

ARTICLE 1: ENGINEER'S RESPONSIBILITIES

The Engineer shall provide Engineering services for the Project as described in this Agreement in a manner consistent with locally accepted standards for professional skill and care. The Engineer shall assist the Owner in determining consulting services required for the Project. The Engineer's services include the following consulting services, if any:

CIVIL ENGINEERING DESIGN SERVICES as stated on page(s) 1-3.

During the Program, the Engineer shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Engineer shall provide the services requested by the Owner. Upon the Owner's approval of the services, the Engineer shall prepare all Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Engineer shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining proposals and in awarding contracts for construction.

During the Construction Phase, the Engineer shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The Engineer's services during construction include interpreting the Contract Documents, reviewing the Contractor's submittals, visiting the site, reviewing, and certifying payments, and rejecting nonconforming Work.

ARTICLE 2: OWNER'S RESPONSIBILITY

The Owner shall provide full information about the objectives, schedule, constraints, and existing conditions of the Project and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Engineer shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Engineer, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3: USE OF DOCUMENTS

Drawings, specifications, and other documents prepared by the Engineer are instruments of the Engineer's service and are for the Owner's use solely with respect to this Project. The Engineer shall retain all common law, statutory and other reserved rights, including the

copyright. Upon completion of the Project or termination of this Agreement, the Owner's right to use the instruments of service shall cease. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4: TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Engineer shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Engineer to suspend or terminate services. Either the Engineer or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement.

ARTICLE 5: MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Engineer.

The Engineer and Engineer's consultants shall have no responsibility for the identification, discovery, presence, handling, removal, or disposal of, or exposure of persons to, hazardous materials in any form at the Project site.

ARTICLE 6: PAYMENTS AND COMPENSATION TO THE ENGINEER

The Engineer's Compensation shall be:

Total Cost: **SEE PROPOSAL ABOVE**

The Owner shall reimburse the Engineer for expenses incurred in the interest of the Project, plus Ten Percent (10%). Payments are due and payable upon receipt of the Engineer's monthly invoice based on project percentage complete.

Amounts unpaid Ninety (90) days after the invoice date shall bear interest from the date payment is due at a rate of 2% per week.

At the request of the Owner, the Engineer shall provide services not included in Article 1 for additional compensation. Such services may include providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the scope, quality or

budget; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; and services not completed within Twelve (12) months of the date of this Agreement through no fault of the Engineer.

ARTICLE 7: OTHER PROVISIONS

The Owner and Engineer shall endeavor to solve claims, disputes, and other matters in question between them through mediation, which unless agreed mutually otherwise shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the agreement. If disputes are not resolved through a mediation stay of 60 days, the method of binding dispute resolution shall be Arbitration.

ARTICLE 8: CONTRACT ACCEPTANCE

The Engineer will begin the project upon the Owner's issuance of a Notice-to-Proceed for Engineering Services and receipt of retainer payment, if required under Article 6 of this agreement.

This Agreement entered into as of the day and year first written below.

Client (Signature)

Date

ENGINEER (Signature)Date

Engineering Design Technologies, Inc.

Printed Name and Title

Zachary Robertson, PE Senior Vice President

Printed Name and Title