



VIA EMAIL

## Design Services Proposal

April 16, 2019

Project: Coleman Road Lift Station Forcemain Replacement  
(Route along Coleman Rd, Val-Tech Rd, Hwy 133, and James Rd)

Mr. Steve Stalvey  
Director, Lowndes County Utilities  
327 N. Ashley Street  
Valdosta, Georgia 31601

Mr. Stalvey:

LEA is pleased to provide this design services proposal for the Coleman Road Lift Station forcemain replacement. The scope of the project includes replacing the entire length of 16" forcemain from the lift station on Coleman Road to the discharge manhole on James Road. Our scope of services will include the following:

### Task 1. Surveying Services

LEA will locate all structures and improvements within the limits of this project such as utility poles, drainage structures, driveways, wetlands, and topographic information within the  $\pm 24,065$  foot (4.56 mile) corridor. LEA will coordinate with utility company personnel to locate underground utilities along the corridor and potholing of utilities at critical crossings as necessary. A representative from LEA will be on site with utility personnel to measure the depth of the utilities after they have been potholed. The utility companies will be responsible for excavation methods, equipment, and traffic control as needed. If required, right-of-way and easement plats will be prepared in accordance with Lowndes County standards.

### Task 2. Environmental/Special Conditions Permitting Services

This project will involve impacting areas where jurisdictional wetlands and state waters exist, including crossing the Withlacoochee River. Particular emphasis will be placed on designing the project so that impacts are minimized to the maximum extent possible. LEA will delineate wetlands within the project area as well as State waters. Nationwide permit applications and field data sheets with supporting calculations for jurisdictional determination by the US Army Corps of Engineers (USACE) will be prepared. Mitigation plans will be developed in accordance with USACE requirements if required. Soil borings will be performed to determine water table levels within the soil profile to bottom of pipe trench where conditions require. All of these services will be provided in-house.

This project will also include new crossings under Interstate 75 and SR 133. LEA will design these crossings to meet the Georgia Department of Transportation standards and will prepare and submit the cross sections and permit applications for both of these crossings to obtain the required right-of-way encroachment permits.

Task 3. Engineering Services

LEA will analyze the maximum flow capacity of the replacement 16" forcemain to compare with the projected flow rates for the North Lowndes service area to determine if a larger forcemain may be warranted. After the size of the forcemain is confirmed, LEA will develop the following construction plan sheets in accordance with Lowndes County and Georgia EPD standards and specifications:

- Cover sheet
- Standard details
- Clearing/site preparation plan
- Forcemain plan and profiles
- I-75 and SR 133 Crossing Details
- Withlacoochee River Crossing Details
- Traffic control plan
- Erosion control/NPDES construction plan
- Bid documents with quantities

LEA will also provide an engineering report summarizing the calculations for the design of the forcemain.

Fees

LEA proposes to provide the services described above for the following fees:

Surveying:	3% of construction cost
Environmental Services/Special Conditions:	2% of construction cost
Engineering:	4% of construction cost

Agreed to and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\*Owner Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

\*Owners signature above acknowledges attached terms and conditions.

We appreciate this opportunity. Please call should you have questions or require additional information.

Sincerely,



Clayton Milligan, PE  
Engineering Team Leader

# ENGINEERING SERVICES TERMS AND CONDITIONS

## 1.01 Basic Agreement

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner/Owner's Representative shall pay Engineer for such Services as set forth in the Engineering Services Agreement attached hereto. Issuance of a Work Order, Purchase Order, or the like thereof for the services described in the Services Proposal constitutes Owner/Owner's Representative acknowledgement of these Terms and Conditions.

## 2.01 Payment Procedures

- A. Preparation of Invoices. Engineer will prepare monthly invoices in accordance with Engineer's standard invoicing practices to Owner/Owner's Representative.
- B. Payment of Invoices. Invoices are due and payable within 30 days of invoice date unless otherwise agreed upon in writing by Engineer and Owner/Owner's Representative. If Owner/Owner's Representative fails to make any payment due Engineer for services and expenses within 30 days of Engineer's invoice date, the amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner/Owner's Representative, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.
- C. Attorneys' Fees. In the event that any amounts owing under this Agreement by Owner/Owner's Representative are collected by or with any assistance from or consultation with an attorney at law, Owner/Owner's Representative shall pay to Engineer/Surveyor/Environmental Professional as Engineer's/Surveyor's/Environmental Professional's attorneys' fees fifteen percent (15%) of such amounts, plus court costs and other legal expenses, if applicable.

## 3.01 Additional Services

- A. If authorized by Owner/Owner's Representative, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.
- B. Owner/Owner's Representative shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

## 4.01 Termination

- A. Termination by Engineer.
  - 1. Upon seven (7) days written notice to Owner (the "Notice Period"), the Engineer may terminate this Agreement for any of the following reasons: (a) Owner has failed, without justification, to make payments as required under this Agreement; (b) Owner has caused material delays to the Engineer in the performance of the services hereunder; or (c) Owner has otherwise committed a material breach its obligations under this Agreement; or (d) Owner has requested Engineer to perform services contrary to Engineer's responsibilities as a licensed professional engineer; or (e) The services for the Project have been suspended for a period of 30 consecutive days for reasons beyond the control of Engineer.
  - 2. The existence of any of the conditions listed in paragraph 1 (a) through (e) above, shall constitute a default by Owner of its obligations under this Agreement.
  - 3. If during the Notice Period, Owner eliminates the default, the previous existence of such default shall not be grounds for termination hereunder, and this Agreement shall continue in full force and effect.
  - 4. Upon termination by Engineer in accordance with paragraph 1 above for any of the reasons enumerated in subparagraphs (a) through (e) above, Engineer shall be entitled to recover from Owner payment for services performed as of the date of such termination and payment for expenses directly attributable to such termination for which the Engineer has not otherwise been compensated, plus an amount for the Engineer's anticipated profit on the value of the services not yet performed by the Engineer.

## **ENGINEERING SERVICES TERMS AND CONDITIONS**

### **B. Termination by Owner for Cause.**

1. Upon seven (7) days written notice to Engineer (the "Notice Period"), the Owner may terminate this Agreement for any of the following reasons: (a) Engineer fails to properly perform its obligations hereunder or otherwise materially breaches the terms of this Agreement.
2. The existence of any of the conditions listed in paragraph 1 above shall constitute a default by Engineer of its obligations under this Agreement.
3. If during the Notice Period, the Engineer eliminates the default, the previous existence of such default shall not be grounds for termination hereunder, and this Agreement shall continue in full force and effect.
4. Upon termination of this Agreement for any of the reasons enumerated above, the Engineer shall be entitled to no payment only to the extent that the balance payable for the performance of the basic services exceeds the sum of all costs incurred by Owner as a result of Engineer's default, including all reasonable costs, expenses, and damages incurred in completing the services up to the limits stipulated in 7.01 G.

### **C. Termination by Owner for Convenience.**

1. Owner may, at any time and upon ten days' written notice, terminate this Agreement for Owner's convenience and without cause.
2. In the event of termination for convenience by Owner, Engineer shall be entitled to receive payment for services performed, costs incurred by reason of such termination and reasonable overhead and profit on design services not completed.

### **5.01 Controlling Law**

- A. This Agreement is to be governed by the law of the state in which the Project is located.

### **6.01 Successors, Assigns, and Beneficiaries**

- A. Owner/Owner's Representative and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner/Owner's Representative and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner/Owner's Representative and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner/Owner's Representative nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

### **7.01 General Considerations**

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.
- B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.
- C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner/Owner's Representative and such contractor.

## ENGINEERING SERVICES TERMS AND CONDITIONS

- D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineers own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner/Owner's Representative without consultation and advice of Engineer.
- E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).
- F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.
- G. To the fullest extent permitted by law, Owner/Owner's Representative and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner/Owner's Representative under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner/Owner's Representative: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.
- I. Owner/Owner's Representative shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner/Owner's Representative to Engineer pursuant to this Agreement. Engineer may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.
- J. Should Owner/Owner's Representative determine that factors such as wetlands, floodplains or other extenuating circumstances render the project unfeasible, Owner/Owner's Representative shall provide notification to Engineer. Engineer will cease work on project and bill Owner/Owner's Representative for time incurred on the project based on Engineer's standard rate schedule.

### 8.01 Total Agreement

- A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner/Owner's Representative and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

**STANDARD RATE SCHEDULE  
(Effective 01/01/2019)**

**SURVEYING**

Surveyor 5 w/Robot.....	\$170/hr
Surveyor 4 w/Robot.....	\$160/hr
Surveyor 5 .....	\$110/hr
Surveyor 4 .....	\$100/hr
Surveyor 3 .....	\$90/hr
Surveyor 2 .....	\$80/hr
Surveyor 1 .....	\$70/hr

**ENGINEERING**

Principal Engineer .....	\$215/hr
Senior Professional Engineer (Civil).....	\$145/hr
Operations Manager .....	\$135/hr
Professional Engineer (Electrical) .....	\$125/hr
Senior Engineer .....	\$125/hr
Professional Engineer.....	\$115/hr
Environmental Manager/Soil-Wetland Scientist .....	\$105/hr
Engineer-In-Training.....	\$105/hr
Senior Civil Designer .....	\$105/hr
Senior Environmental/Civil Technician .....	\$95/hr
Environmental/Civil Technician .....	\$85/hr
Civil Designer .....	\$85/hr
Draftsman .....	\$65/hr
Administrative .....	\$60/hr
Mileage.....	mileage at IRS Rate
Reimbursable expenses.....	Actual Cost plus 10%

Extra copies not included in fee proposal:

24"X36" blue prints (black & white) .....	\$1.50 each
24"X36" blue prints (color) .....	\$10-\$20 each
11"X17" drawings (black & white).....	\$0.25 each
11"X17" drawings (color) .....	\$1.20
Reports, letters.....	\$0.07/page

**GA NPDES CONSTRUCTION MONITORING RATES**

Stormwater Sampling and Analysis .....	\$300.00/sample
Preparation of Monthly Monitoring Reports .....	\$100.00/each
Monthly Automatic Sampler Fee (Includes rental, maintenance).....	\$125.00 ea/month