



December 22, 2021

Mr. Benjamin Boggs
Clotfelter-Samokar
228 East Reynolds Road
Lexington, Kentucky 40517

Subject: **Proposal for Civil Engineering
Storm Drainage and Erosion Control
Garrard County High School – Athletic Complex
Lancaster, Kentucky
21-041**

Dear Mr. Boggs,

Thank you for the opportunity to provide you with this proposal for Storm Water and Erosion Control Design Services for the above referenced project. The purpose of this letter is to communicate our suggested Scope of Services and proposed fees that would be incurred.

Please note, the total lump sum fee for the tasks detailed below for this project is \$12,500.00. Please note preliminary work for this project is \$3,000, which will be billed upon completion of preliminary analysis and work, where the remainder of the project is to be billed at the bid date and then upon completion of shop drawing review. We can begin work immediately upon receiving authorization to proceed.

TASK ONE – STORM DRAINAGE AND EROSION CONTROL DESIGN – This task includes work necessary to prepare, develop, and submit the drainage plan and erosion control (BMP) plan of the site, as well as including pertinent drainage and erosion control details. This includes the usage of existing topography and the proposed site plan provided by Clotfelter-

Samokar. *It is understood that nearly the entire site of approximately 27 acres will be utilized in the project.*

The storm drainage plan is to be based off the grading plan performed by Clotfelter-Samokar. Work necessary for this will include a suitable comprehensive design, necessary calculations, and submittals to the Kentucky Department of Education (KDE), as well as other necessary local and state jurisdictions. Underground detention/retention and water quality control may be necessary and included within the design. The erosion control plan is to also be based off the grading plan performed by Clotfelter-Samokar. Work necessary for this will include a suitable comprehensive design and its pertinent submittals.

It is understood you are requesting storm water design and BMP only. Therefore, a comprehensive set of plans and design is not being requested. Our plans will be based off your set of drawings provided for the current project. The scope of our services will not include an existing field survey, boundary survey, plat, proposed site plan, proposed grading plan, site utilities, general notes, water, or sanitary sewer design.

PROPOSED FEE: \$10,500.00 (Lump Sum)

TASK TWO – MEETINGS – This task includes meetings between the client and staff of Geisler Domigan Engineers, PLLC. Meetings are understood to include initially two design meetings and one Mechanical, Electrical, and Plumbing (MEP) coordination meeting. Meetings to discuss cost, time estimate, and proposed site improvement developments.

Subsequent meetings beyond the three meetings mentioned are not included in this task. Subsequent meetings may be deemed necessary for the progression of the project to approval. These latter, subsequent meetings do not include if change orders occur or meetings which occur during construction and inspections.

PROPOSED FEE: \$750.00 (Lump Sum)

TASK THREE – SHOP DRAWING REVIEW – This task includes review of Shop Drawings provided by the awarded contractor, coordination between contractor, Clotfelter-Samokar, Geisler Domigan Engineers, and any other firm or party involved in the project's design process, as well as the approval of drawings which are in conformance with the design concept of the project.

PROPOSED FEE: \$1,250.00 (Lump Sum)

BASIS FOR PAYMENT

Tasks listed as “lump sum” will be billed monthly based on the percentage of each task completed during the prior calendar month. Payment in full is due within 30 days from the date on the invoice. If timely payment is not received, we will suspend services on the project until the account is current.

Repeated late payments will necessitate the posting of a retainer with our office to continue services, or termination of the Agreement, at our option. Invoices for which payment has not been received within 45 days of the invoice date may be placed in “collection status”. Additional charges will be added to cover the cost of collection of the balance owed.

SERVICES NOT INCLUDED

The following items are specifically excluded from the scope of services:

- Structural Design
- Geotechnical Exploration
- Land Surveying
- Payment of Application Fees
- Construction Phase Services
- Construction Inspection
- Construction Safety
- Off-site Design Services
- Any task not specifically included in the Scope of Services

SCHEDULE

We will work with your realistic schedule and mutually agreed upon milestone dates to coordinate our activities.

LIMITATION OF LIABILITY

We hereby engage Geisler Domigan Engineers, PLLC to perform this work with the following limit of professional liability [if optional Liability Limits are desired, a selection must be made from the following options].

Base Contract – Professional Liability is limited to ten times the amount of the fee actually paid to Geisler Domigan Engineers, PLLC for work on this project, or \$50,000.00, whichever is less. This liability limitation is included in the proposed fees.

_____ **Option 1** – Professional Liability is limited to \$1,000,000.00. This option requires an advance payment of \$1,000.00 prior to initiation of the work. The advance payment is not included in the proposed fees.

SUMMARY

We appreciate the opportunity to provide this proposal to perform engineering services. We can begin work immediately upon our acceptance of this proposal. If you have any questions we would be glad to address them. If this proposal is acceptable as written, please have the person responsible for payment sign one copy and return it to our office. That will be our indication to begin work. Once again, thank you for considering our firm for this project.

Proposal Acceptance

We appreciate the opportunity to provide our consulting services to you. We look forward to working with you on this project.

CONSULTANT: GEISLER DOMIGAN ENGINEERS, PLLC

SIGNATURE:  , R.E.

PRINTED NAME & TITLE: MARY GEISLER DOMIGAN / OWNER/PRINCIPAL ENGINEER

DATE: December 22, 2021

CLIENT or CLIENT REP: _____

SIGNATURE: _____

PRINTED NAME & TITLE: _____

DATE: _____

Please submit one copy to Geisler Domigan Engineers, PLLC by email correspondence or mail.