

July 11, 2023

Rick Bussell
C/O Wes Davis
Highpointe Properties
120 Bishop Circle
Pelham, AL 35124

**RE: Septic System Design for
 247 Rocky Ridge Road
 Columbiana, Shelby County, Alabama
 OSS - Permitting + Design**

Rick and Wes:

Engineers of the South (EOS) is pleased to submit this proposal for the engineered design of a new onsite septic system (OSS) to be submitted to the Shelby County Health Department (SCHD) for the proposed residence at 247 Rocky Ridge Road (Lot 7) in Columbiana, in Shelby County, Alabama. This proposal is based on information from your phone call and email regarding previous soils work on your property. It is our understanding that an engineer designed system is required.

EOS will coordinate with you and the SCHD to review the residential site, coordinate the proposed system design and determine the most feasible location and layout for the new onsite septic system.

It is our understanding that you are planning to build a 3 bedroom home on this property and that this is the design of a new onsite septic system. Please confirm the total number of bedrooms.

1.0 Scope of Services:

WORK ELEMENT I: Soils Field Work

In order to prepare the required documents to the health department EOS will need topographical contours of the area to be used for the EDF. A benchmark is required to provide elevation references to all aspects of the designed system. EOS will provide a special purpose, drone flown survey of the area to capture accurate photos of the site along with contours. Note that this is not a signed, stamped boundary survey by a Professional Surveyor, but only contours on the proposed area for the EDF and REDF.

EOS will provide preliminary soils field work. This will include the small diameter (3" +/-) hand augured holes to identify and characterize the existing in-situ soil. We will use the soil characteristics to assign a depth and perc rate for the design of the system. If the soil characteristics are beyond the allowable engineering range, we will subcontract with another Professional Soil Classifier (PSC) for the necessary soils information for permitting requirements.

WORK ELEMENT II: Permitting Requirements

Once the topographic survey has been obtained, we will provide reports, applications, and design documentation to the SCHD for the purpose of acquiring a permit for the installation of the onsite wastewater system. Required administrative tasks and permitting requirements will be performed as a part of this work element. Pertinent information that may affect the layout and construction of this project will be documented and reported to you.

Any comments received from the SCHD that require plan revisions and are customarily considered typical requirements of the agency will be completed and is included within our scope. Any plan revisions required that are outside typical requirements or from permitting hang-ups that are due to circumstances or extreme site conditions beyond our control may require additional compensation. We will work diligently with you to acquire permits and approvals that impose extraordinary circumstances and that are driven by the best interest of the site. We will make you aware of unusual permitting circumstances or extreme site conditions we find and obtain your authorization for additional compensation before proceeding with our services should it become necessary. Our Schedule of Fees is attached.

We will develop construction documents and work with you to secure site related approvals necessary to begin installation of the permitted on-site wastewater system. The plans will show elevations, profiles, mechanical details, standard details, and ancillary items necessary for a contractor to provide a responsible price. We will provide all necessary specifications for site work, administrative requirements, materials, and equipment for all facets of the project to enable the contractor to provide a responsible price.

WORK ELEMENT III: Construction Administration Services

EOS is available for construction administration services. We have assumed one (1) site visit but additional site visits are available at your request.

Exclusions to the Scope of Services:

We have included a complete scope of services for the proposed onsite wastewater disposal system as best as we can determine at this time. We have excluded from our scope all permitting and application fees associated with this project. Additional services beyond those specified above that are requested by the Client will be negotiated and invoiced accordingly.

ESTIMATED DESIGN FEES:

EOS has estimated the amount of work effort for scope of services as outlined above. The work elements are broken out as follows:

WORK ELEMENT I: SOILS WORK	
IA: Preliminary Soils Field Work.....	\$600 Lump Sum
IB: Excavated Soil Pits (if required).....	At Cost + 15%
 WORK ELEMENT II: SCHD Permitting Requirements	
IIA: Special Purpose Survey (via drone)	\$800 Lump Sum

**Special Purpose Survey can be omitted if topo/contours are provided in CAD format*

IIB: Engineer Design, Permit Application.....\$2,600 Lump Sum

WORK ELEMENT III: Construction Administration

IIIA: Inspection (Assumed one time) \$200 Lump Sum

IIIB: Inspection (additional at your request)Hourly

Additional Services Hourly with Approval

Services rendered in accordance with this proposal and contract for services 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. A late fee of 1.5% per month will be charged to the client for invoiced amounts not received within 30 days of Client's receipt of invoice. 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.

Engineers of the South can begin the design process as soon as authorization has been received. To complete the survey work and prepare the design and application it is expected to take 4 to 8 weeks. EOS will put forth every effort to expedite the process.

If this is acceptable, please sign in the appropriate location indicating your acceptance of the terms of this proposal and return one copy to our office for our files.

Thank you for allowing us to submit this proposal. We appreciate your consideration of Engineers of the South, LLC and we look forward to working with you. If you have any questions concerning this proposal, please call (205) 327-9140.

Engineers of the South, LLC

Greg Thompson, P.E.
Alabama Registration #26356

Accepted for Client:

Rick Bussell or Wes Davis

By: _____

Title: _____

Date: _____

SCHEDULE OF FEES
(Effective January 1, 2022)

Professional and Technical Services

The following classifications and associated unit rates are general and will be used as guidelines for the professional services offered:

<u>Classification</u>	<u>Rate/Hour</u>
Principal Engineer	\$175.00
Senior Project Manager	\$128.00
Project Manager	\$107.00
Project Engineer	\$85.00
Civil Designer	\$80.00
Senior CADD Technician	\$75.00
CADD Technician	\$64.00
Administrative Assistant	\$43.00
Professional Soil Classifier	\$93.00
Senior Field Representative	\$86.00
Field Representative	\$70.00

<u>Travel Classifications</u>	<u>Rate</u>
Automobile Travel (Field Representatives or non-local only)	Current IRS Rate
Other Travel and Subsistence Expenses (lodging, meals, air travel, etc.)	Cost + 15%
Sub-Consultant Services	Cost + 15%
Outside Printing Fees	Cost + 15%
Other Reimbursable Expenses	Cost + 15%

*Rates are subject to be updated once annually.

Engineered Onsite Wastewater System Design Waiver of Liability and Hold Harmless Agreement

Engineers of the South ("consultant") agrees to use their best engineering judgement and experience to provide the client with the most cost effective onsite wastewater system design which meets the local health department guidelines or standards and satisfies the objective of protecting the public health. "Engineered" or "alternative" onsite system designs, by their very nature, indicate there is some limitation or hardship on the lot which requires a non-conventional treatment and disposal system. Due to the inherent variability of soils, the ground water table, geological influences, and other unforeseen factors the performance of the system cannot be reliable predicted. In addition, the consultant does not direct the selection of the contractor/installer used for the installation of the design and does not provide full-time supervision and/or review of the installation. Further, the consultant cannot control the quality or quantity of wastewater entering the onsite system. For these reasons, the consultant does not offer a warranty on the system performance. The consultant does provide warranty on the design criteria used for the system design as further described below.

The client is aware that all onsite systems require maintenance which may include the periodic pumping of tanks, servicing of pumps and checking the functionality of controls. Aerobic treatment units will also require the removal of "waste sludge" in order for the system to operate properly. Please refer to Operations and Maintenance Manuals for all service requirements. Any red alarm lights or audible alarms should be addressed immediately by contacting a qualified service repair company. The installing contractor (or equipment manufacturer) should offer a minimum 1 year warranty on all mechanical equipment installed.

Limitation of responsibility – client hereby agrees that to the fullest extent permitted by law the consultant's total liability to client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way relating to the project, the site, or this agreement from any cause or causes including but not limited to the consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warrant shall not exceed the greater of the total amount paid by the client for the services of the consultant under this contract or \$3,800.00, whichever is less. Client and the consultant agree that to the fullest extent permitted by law the consultant shall not be liable to client for any special, indirect or consequential damages whatsoever, whether caused by the consultant's negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever. To the fullest extent permitted by law, client agrees to defend, indemnify, and hold consultant, its agents, subcontractors, and employees harmless from and against any and all claims, defense costs, including attorney's fees, damages, and other liabilities arising out of or in any way related to the services to be performed by consultant hereunder, consultant's reports or recommendations concerning this agreement of consultant's presence on the project property, provided that client shall not indemnify consultant against liability for damages to the extent caused by the negligence or intentional misconduct of consultant, its agents, subcontractors, or employees.

This Waiver of Liability and Hold Harmless Agreement shall bind the client/builder/homeowner (as applicable) of the property (as applicable) and transfer to any future owners of the onsite system, should the property be sold. I have read and understand this agreement and hereby agree to terms as outlined.