April 11, 2025



Mr. Brandon Phillips, Public Utilities Director City of Loganville P.O. Box 39 Loganville, GA 30052

Re: FY 2025 Gwinnett County CDBG Grant
Proposal for Engineering Services
Application, Preliminary Engineering Report, Design and Construction Services

Dear Mr. Phillips:

On behalf of Engineering Management, Inc. (EMI), we are pleased to present our proposal for the planning, engineering and technical support services required for the development of a competitive FY 2025 Gwinnett County Community Development Block Grant (CDBG) application and supporting documents for replacement and upgrade of four (4) existing sanitary sewer pump stations in the Breckenridge subdivision.

Our work would consist of the following services:

Phase I – Preliminary Planning, Preparation of Preliminary Engineering Report (PER), and CDBG Application Services – These services would include evaluation of four (4) existing wastewater pump stations to assess current conditions and develop a scope of work to replace and/or upgrade the pump stations. Our services would also include preliminary cost estimates based on recent bids in the industry and alternative improvements as may be appropriate to satisfy CDBG requirements for reviewing alternatives. Services shall also include planning meetings with the City to determine the most reasonable, feasible and competitive approach to the project and target area.

In addition to preliminary planning, our services shall include developing a preliminary engineering report and supporting documents in accordance with the current CDBG guidelines. The report shall include sufficient field research, photo documentation, and other research in order to identify major issues with the existing pump stations. Appropriate solutions will be defined to address the issues and meet the needs of the designated target area. The PER shall be prepared with sufficient lead time for review and comment by the City.

EMI will also provide services to assist with completing the application through Gwinnett County's GovGrants portal.

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The proposed fees for our basic services for phase I is outlined below.

| <u>Services/Activities</u> | Proposed Fee |
|--|----------------------|
| Phase I – Preliminary Planning, Preparation of PER, and CDBG | Hourly Not to Exceed |
| Application Services | \$5,500 |

Phase II – Survey, Design, Easement Drawings, Permitting, Bid Phase and Construction Phase Services –

Our services for the design of the pump station replacements assume the existing wet wells and forcemains will be reused. Services for phase II scope of work will consist of performing and preparing Final Design Documents (construction plans, contracts, and specifications), surveying, permitting, bid phase administration, easement drawings, hydraulic calculations and Construction Observation and Administration. Additional Services, if required, will be negotiated at the time of the City's request.

Generally, our scope of work and fees for the design phase is formulated after we have evaluated the pump stations and during the preparation of the PER described in phase I above. However, at the request of the City we have provided proposed fees for Phase II itemized below.

| Services/Activities | Proposed Fee |
|--|---------------------|
| Design Engineering and EPD Permit | \$55,000 |
| Topographic Survey | \$10,000 |
| Bid Phase Management | \$ 4,000 |
| Engineering During Construction (Hourly NTE) | \$ 6,000 |
| Construction Observation (Hourly NTE) | \$12,000 |
| Total Phase II Fees | \$87,000 |

We believe these services will provide meaningful and complete information for the proposed project in the development of a competitive application.

Attached as Exhibit "A" are our regular rates of our various personnel. We acknowledge that the City has the right to terminate our services at any time with or without cause. In such event, the City will be billed only for services rendered at our regular rates, not to exceed the stated amount for each category of work. Exhibit "B" includes EMI's E-verify documentation.

This proposal, the General Terms and Conditions, Exhibit "A" and Exhibit "B" represent the entire understanding between you and us in respect to the project and may only be modified in writing signed by both parties.

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We are hopeful that we will have the opportunity of working with the City in the further development of this important project. If our proposal meets with City approval, please so indicate by signing in the space provided below and returning a copy to us.

Very truly yours,

ENGINEERING MANAGEMENT, INC.

Chip McGaughey, P.E.

Vice President

[Acceptance Signature Block on Next page]

Mr. Brandon Phillips, Public Utilities Director April 11, 2025 Page 4 of 4

Proposal for Engineering Services- FY 2025 Gwinnett County CDBG Grant

| Accepted this day of | , 2025 |
|----------------------|--------|
| City of Loganville | |
| NAME: | |
| TITLE: | |
| | |

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- 1. References herein to "EMI" refer to Engineering Management, Inc. References herein to "Project" mean the project as defined in EMI's written proposal to the client. Any proposal submitted by EMI for the performance of a proposed Project shall be firm for a period of thirty (30) days. Upon the expiration of such period, EMI reserves the right to modify the proposed basis of payment and fees to allow for changing costs and to adjust the time of performance to conform to changing work loads.
- 2. All original preliminary and final design documents, including worksheets, notes and calculations, being instruments of services, shall remain the sole property of EMI. Owner/Client to be provided reproducible if requested.
- 3. There shall be no assignment of any portion of the work as described within the above proposal or during any phase of the work without the written consent by EMI. There shall be no disclosures of the scope of services and/ or fees, as outlined within this proposal, to any third parties without the written consent of EMI. There shall not be any re-use of reproduction of this proposal or design documents without the written consent of EMI.
- 4. Our professional services shall be performed, our findings obtained, and our recommendations prepared in accordance with generally accepted planning, engineering, and landscape architectural practices. This warranty is in lieu of all other warranties either implied or expressed. EMI assumes no responsibility for interpretation made by others based upon the work or recommendations made by EMI.
- 5. It is agreed that the Owner/ Client will limit any and all liability for any damage on account of any error, omission or other professional negligence to a sum not to exceed \$2,000,000 or the amount of the fee, whichever is less. EMI shall have in effect limits of professional liability of two million (\$2,000,000.00) dollars at the time of acceptance of this proposal and during the time the Work under this proposal is being completed. It is further understood that this policy of professional liability insurance shall apply prospectively after the Work is completed for the services provided in this contract.
- 6. The Owner/ Client agrees to defend, indemnify and hold EMI harmless from any claims, liability, or defense cost in excess of the limits determined above for injury or loss sustained by any party from exposures allegedly caused by EMI's performance of services hereunder, except for injury or loss caused by the sole negligence or willful misconduct of EMI.

- 7. In the event, the Owner/ Client makes a claim against EMI at law or otherwise, for an alleged error, omission or other act arising out of the performance of our professional services, and other Owner/ Client fails to prove such claim, then the Owner/ Client shall bear all cost incurred by EMI in defending itself against such claim(s). The reciprocal of this clause (i.e., a claim made by EMI against the Owner/ Client where failure of proof of claim is established, financial responsibility for Owner/ Client's defense shall rest upon EMI) is hereby made a part of this Agreement.
- 8. It is understood and agreed that EMI shall not be held responsible for any inaccuracies in any materials, data or records of any other person, firm or agency which are provided to it and/ or may be utilized by it in the performance of specific services.
- Reimbursable expenses including mileage, hotel, photographic enlargements, reductions and reproduction, blueprinting, and courier services shall be billed per the attached fee schedule.
- 10. In the event additional services beyond the scope of work listed above are required by Owner/ Client, we shall perform these services for an amount equal to normal hourly charges on work actually performed upon receipt of an approved Change Order signed by both parties. We shall submit monthly invoices for services outlined in this agreement. Payment is due upon receipt of invoice. Finance charges of one percent (1.0%) will be added to any unpaid balance at the end of 30 days (APR 12%).
- 11. Invoices will be submitted on a monthly basis for services performed by EMI and reimbursable expenses incurred for the specific tasks. The amount of said invoices will be based upon the amount and value of the services performed by EMI, and shall be due when invoice is rendered. If payment is not made within thirty (30) days after the date the invoice is submitted, EMI reserves the right to suspend services until all such invoices are paid in full for the amounts then due.
- 12. This agreement may be terminated by either party by ten (10) days written notice. Outstanding fees for any services performed prior to termination shall be due and payable upon termination. In the event government regulations are amended or changed in any way, or if the services outlined in this proposal have not been authorized within thirty (30) days of the date of this proposal, fees quoted are subject to renegotiation.



303 Swanson Drive, Lawrenceville, GA 30043 phone 770-962-1387 fax # 770-962-8010 www.eminc.biz

EXHIBIT A 2025 FEE SCHEDULES

Engineering Services

| Fee per hour: | 2025 |
|-----------------------------|-----------|
| Principal | \$ 240.00 |
| Senior Project Manager | \$ 220.00 |
| Project Manager | \$ 185.00 |
| Mapping (1 person plus GPS) | \$ 165.00 |
| Project Engineer | \$ 160.00 |
| Design Engineer | \$ 130.00 |
| Field Technician | \$ 110.00 |
| Construction Observation | \$ 105.00 |
| CAD Technician | \$ 105.00 |
| Senior Operator | \$ 100.00 |
| Operator | \$ 80.00 |
| Administrative | \$ 80.00 |

Reimbursable

Printing

| Fee per each copy: | 2025 |
|-----------------------|---------|
| 8½" x 11" Copies | \$ 0.22 |
| 11" x 17" Copies | \$ 0.75 |
| 24" x 36" Bond Copies | \$ 1.25 |

Plotting

| Fee per each copy: | 2025 |
|-------------------------|---------|
| 24" x 36" Bond CAD Plot | \$ 3.00 |

Miscellaneous

Telephone, courier charges, outside printing, rental cars, gas, airfare, meals, hotel, cab, parking, tolls, etc. Cost x 1.15

| | 2025 |
|---------|----------------------|
| Mileage | Current Federal Rate |

EXHIBIT "B"

CONTRACTOR AFFIDAVIT FOR ELECTRONIC VERIFICATION OF WORK AUTHORIZATION PROGRAMS

I and any entity I represent:

- 1) Comply/complies with O.C.G.A. §13-10-91, and has registered with and is participating in a federal work authorization program (any of the Electronic Verification of Work Authorization Programs operated by the U.S. Department of Homeland Security to verify information of newly hired employees) per the applicable provisions and deadlines of O.C.G.A. §13-10-91 (E-verify User Identification Number <u>261922</u>);
- 2) Agree that, should I/we employ or contract with any subcontractor(s) in connection with the services for the City, we will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. §13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form:
- 3) Agree to maintain records of such compliance and provide a copy of each such verification to the City at the time the subcontractor(s) is retained to perform such service; and
- 4) Agree to keep records of compliance and present a copy thereof to the City immediately upon demand.
 - 5) Contractor has 38 employees at the time of this contract.
- 6) Contractor warrants that Contractor has included a similar provision in all written agreements with any subcontractors engaged to perform services under its Contract with the City of Loganville, Georgia.

In making the above sworn certification, under oath, I understand that any person who knowingly and willfully makes a false, fictitious or fraudulent statement or representation in an affidavit shall be guilty of a violation of code section 16-10-20 of the Official Code of Georgia.

| | Name: | Engineering Management, Inc. |
|--|------------|------------------------------|
| Sworn to and subscribed before me this <u>U</u> day of <u>April</u> , 20 <u>25</u> . | Ву: | Clip M'H A |
| Notary Public | Title: | Vice President |
| My commission expires: 5-12-28 | Print N | Jame: Chip McGaughey |
| EXPIRES EXPIRES | D. Manager | |