



PROFESSIONAL SERVICES PROPOSAL

April 21, 2023

The staff of EDM Incorporated, a full-service design firm, is pleased to offer this proposal along with our commitment to success on this project, in accordance with our “Engineering Services for Stormwater Master Plan & Implementation of Capital Improvement Plan” contract dated January 4, 2019.

Project

Timber Trail Monitoring

Frontenac, Missouri

Client

City of Frontenac

10555 Clayton Road

Frontenac, Missouri 63131

Attention: Mr. Jeff Wappelhorst

Project Description

The City of Frontenac “Stormwater Master Plan” identified the need to make stormwater improvements primarily in the Twin Fawns, Timberwyck, and Briar Ridge Subdivisions as shown on Figure 1-1A in the City of Frontenac Stormwater Master Plan Update 2013. These improvements addressed 1,375 feet of creek restoration that was accomplished by reconstructing the existing channel in 2022.

This project received an EPA 319 Grant through MDNR to help pay for engineering and construction of the channel restoration project. As a part of the application, the City of Frontenac made a commitment to monitor the success of the project. Success of the project will be determined during the monitoring period where transects will be taken that measure vegetation survival rates. Dead vegetation will be replaced annually for up to 3 years via the Warranty (1-yr) and the Maintenance Bid Item (2-yr). The goal is to have a 90% survival rate at the end of three years.

Scope of Services

The constructed channel will be monitored annually for three years. The monitoring program will include the following items:

- Photographic documentation at 100-foot intervals along the replacement channel (13 locations). Documentation shall include upstream, downstream and lateral photographs.
- Identification of any areas of erosion or channel instability including, but not limited to, toe scour; lateral migration; vertical incision and head cutting; and slope failure or sloughing.
- Measurement of absolute cover of native vegetation on the constructed banks of the relocated channel, above the ordinary high water mark.
- Measurement of planted livestakes within the relocated reach.
- Documentation of channel stability or erosion

Annual monitoring reports shall be submitted to the City no later than November 1 of each monitoring year.

Project Team

Principal in Charge: Len Madalon, M.S., PE
 Senior Engineer: Kurtis Eisenbath, M.S., PE
 Senior Designer: Tony Tarro

Professional Fees

Annual Monitoring/year \$ 9,080
 Project Management/year..... \$ 836

Total (Over three-year monitoring period)..... \$29,748

Reimbursable Expenses

It is proposed that compensation for project-related, out-of-pocket expenses for printing, postage, delivery, long-distance telephone, travel expenses, and fees for permitting agencies, title companies, etc., be computed at cost, plus 10%.

Additional Services

It is proposed that additional services be provided on an hourly basis, at the following rates:

Standard Hourly Rates


Principal/Senior Project Manager \$209
 Project Manager/Senior Engineer/Senior Architect,..... \$180
 Senior Systems Designer \$152
 Engineer/Architect Senior Designer \$140
 Drafter \$110
 Technical Assistant \$ 93

Schedule

Monitoring will occur in September or October of 2023, 2024 and 2025 with the report submitted to the City before November of that year on Notice to Proceed from the City (NTP).

Please contact us with any questions. We are honored to be considered for your project and look forward to working with you.

Sincerely,

A handwritten signature in cursive script that reads "Len Madalon".

Len Madalon, MS, PE
Executive Vice President

Terms and Conditions

Contract Form

This proposal will form an agreement for these services, upon the addition of your signature under the following "Terms and Conditions."

Use of Documents

All work products, including those in electronic form, prepared by EDM, are "Instruments of Service," and may only be used with respect to this project. The Client may reproduce these documents and files for the purpose of constructing, using and maintaining this project only. Any other use by the Client or any other party is not permitted.

Payment Terms

In addition to the stated compensation, the Client shall reimburse EDM Incorporated for **any sales, use and value-added taxes**, which apply to these services.

Invoices will be submitted periodically for these services. The Client shall notify EDM within 15 days from the date of invoice with any objections.

Payment in full for each invoice is due within 20 days from the date of the invoice.

Compensation will be increased by an **additional charge** of 1.5% of the amount of the invoice per month when payment is not received by the due date.

Termination

Whenever payments are not maintained on a current basis, EDM Incorporated reserves the right to **discontinue providing services and to withhold data**, after serving written notice, until payments are restored to a current basis.

Changes to this agreement will be documented defining the change in scope, compensation and/or schedule. That document will become a part of this agreement when signed by both parties. **Hourly rates** or another basis for determining the cost of changes are stated above.

Schedule

The schedule for the performance of these services is discussed above. EDM Incorporated is committed to performing these services within this schedule. Should circumstances necessitate a revision to the schedule, prompt written notification will be provided.

Insurance

EDM Incorporated agrees to maintain the following **insurance** during this project:

- Statutory Worker's Compensation coverage.
- Professional Liability coverage of \$1,000,000 per occurrence with a one-year total aggregate coverage of \$2,000,000.
- Comprehensive General and Automobile Liability of \$1,000,000.

Hazardous Materials

EDM Incorporated accepts no responsibility for hazardous material assessment, classification, testing, abatement, encapsulation, air-monitoring, sampling or the effects of its presence, removal, handling, transportation, disposal, etc., on any persons, properties or activities.

Responsibility for the above items is to be held by the Owner.

City of Frontenac		EDM Incorporated		
Timber Trail Monitoring				
4/21/2023				
Work Breakdown Structure				
TASK	PM	PE	Senior Desinger	TOTALS
Field Work (13 Sections)		16	16	\$5,120.00
Subtotal	0	16	16	
Report				\$3,420.00
Preliminary Report		16		
Final Report		3		
Subtotal	0	19	0	
Meetings				\$540.00
Meet with City to Review Results		3		
Subtotal	0	3	0	
Project Management	4	0	0	\$836.00
Subtotal	4	38	16	
Billing Rate	\$209.00	\$180.00	\$140.00	
Total Fee Per Year Cost	\$836.00	\$6,840.00	\$2,240.00	\$9,916.00
Total Fee for 3 Years				\$29,748.00