

January 23, 2020

Boonsboro Town Hall  
ATTN: Mr. Paul Mantello, Town Manager  
21 North Main Street  
Boonsboro, MD 21713

RE: Stream Bank Protection for Pump Station

Dear, Mr. Mantello

Attached is the design proposal for 124 linear feet of stream bank protection, to prevent additional bank failure adjacent to pump station. Once design work is completed it will be submitted to the Town of Boonsboro for approval prior to submitting to MDE and the Army Corps of Engineers for Emergency Authorization. FSA will provide any revisions during the agencies review (excludes any fees).

**SCOPE OF WORK**

1. Design a temporary imbricated rock wall to protect stream bank from eroding.
  - a. Provide a detailed plan using "MDE Best Management Practices."
  - b. Provide supplier of imbricated rock.
  - c. Investigate access availability for stockpiling rock.
  - d. Provide construction budget
  - e. Prepare Erosion Sediment Control Plan
  - f. Submit plans to Town for processing through MDE & Washington County SCD
- 2 Provide plan revisions per agency comment, bid support, construction oversight & Inspection.
  - a. T&M Town on call hourly Rates

**WORK NOT INCLUDED**

Boundary surveys, floodplain studies, geotechnical engineering, wetland delineation, stream restoration design, construction oversight, construction stake- out, as-built surveys or other specialty engineering services are not included in this proposal. FSA can provide these services, if requested, for an additional charge.

**COMPENSATION AND TERMS**

Our estimated fee for the above work is:

Site visit, Preliminary Design & Coordination	\$1,970 .00
Engineering of stream bank protection	<u>\$2,240.00</u>
<b>TOTAL</b>	<b>\$4,210.00</b>

The survey will be provided in electronic format as a PDF file. Hardcopies will be provided on request

for additional cost at the following unit prices:

<b>Size of drawing</b>	<b>Blue Print Cost</b>	<b>Mylar Reproduction Cost</b>	<b>CAD Plot on Translucent Bond*</b>	<b>CAD Plot on Mylar</b>
18" x 24"	\$3.00	\$3.60	\$6.00	\$7.50
24" x 36"	\$6.00	\$7.25	\$12.00	\$15.00
30" x 42"	\$8.75	\$9.25	\$17.50	\$21.50

\*CAD plots on translucent bond will be used for producing prints for interim agency review submittals.

This proposal and its associated cost is based on the rules and regulations in affect at the date of this proposal offer. Should any rules and regulations change during the life of the contract, and should the regulations require additional work by Frederick, Seibert and Associates in order to comply with same, then the estimated cost will need to be readjusted to reflect the extra work required by the new regulations. Plan approval cannot be guaranteed by Frederick, Seibert and Associates, Inc.

Any additional work that may be requested and is not included in the contract will be billed at our unit costs.

All original plans, plats, descriptions and records are the sole property of the firm. No liability is assumed by Frederick, Seibert and Associates, Inc. for the accuracy of the data provided by the client or of data obtained or available from public or governmental records or sources in the public domain. Client shall obtain from the owner thereof any and all consents required to reproduce data protected by patent, trademark, service mark, copyright or trade secret, and client indemnifies and holds Frederick, Seibert and Associates, Inc. harmless from any claims against Frederick, Seibert and Associates, Inc. for the reproduction of such materials.

The standard of care for all professional services performed or furnished by Frederick, Seibert and Associates, Inc. (Consultant) under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services. Liability of Frederick, Seibert and Associates, Inc. shall be limited to the amount paid by client for the services provided and Frederick, Seibert and Associates, Inc. obligations hereunder shall not include any liability for special, direct, indirect, or consequential damages.

The undersigned by acceptance of this proposal, agrees to pay all attorney's and court costs incurred by Frederick, Seibert and Associates, Inc. if the matter is referred to an attorney to collect all or any portion of the actual fee for services performed.

**INVOICES METHOD**

- A. Frederick, Seibert and Associates, Inc. will bill the client monthly on a percentage of the job completed.
- B. Any invoices still unpaid after 30 days will be subject to a 1 1/2% per month interest rate.
- C. We reserve the right to stop work on all projects with an outstanding invoice of more than 45 days.

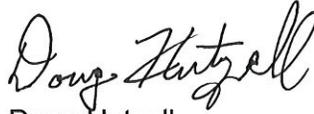
If the above is acceptable to you, please sign at the bottom where indicated. Return one signed set to us for our files. Please call and inform us when we can start the design work.

Very truly yours,

FREDERICK, SEIBERT AND ASSOCIATES, INC.



Keith Moore, PE, CFM  
Director of Engineering

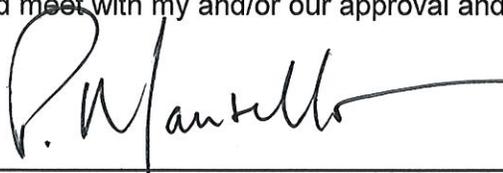


Doug Hutzell  
Environmental Project Manager

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The terms and price above outlined meet with my and/or our approval and you are hereby authorized to proceed with the work.

2/20/2020  
Date

  
\_\_\_\_\_  
Authorized Signature

Tom Manager  
\_\_\_\_\_  
Title