



August 19, 2022

City of Foley
200 North Alston Street
Foley, Alabama

Attn: Mr. Jeff Phillips

Re: ***Proposal for Special Inspections and
Construction Materials Testing***
Proposed City of Foley Public Works Facility
Juniper Street
Foley, Alabama

Dear Mr. Phillips:

GeoCon Engineering & Materials Testing, Inc. appreciates the opportunity to provide a proposal for Special Inspections and Construction Materials Testing for the new Public Works Facility in Foley, Alabama.

Project Description

We understand the project includes a new Public Works Building, Sanitation and Streets Department Building, Shop Building, Pole Barn and Above Ground Fuel Tank Platform, as well as related parking and access drive areas.

Unit Fee Schedule

Below is a list of unit costs most commonly associated with a project of this nature.

1.	Earthwork/Concrete Field Technician	\$ 60.00/hour
2.	Earthwork/Concrete Field Technician Overtime	\$ 90.00/hour
2.	Special Inspector – Field	\$ 90.00/hour
3.	Standard Soil Compaction Test (ASTM D 698)	\$ 110.00/test
4.	Standard Agg Base Compaction Test (ASTM D 698)	\$ 225.00/test
5.	Field Nuclear Gauge Reading	\$ 18.00/test
6.	Compression Test of Concrete Cylinders – Lab	\$ 12.00/cylinder
7.	Compression Test of Grout/Mortar Cubes – Lab	\$ 12.00/cube
8.	Masonry (CMU) Prisms	\$ 50.00/prism
9.	Project Engineer	\$ 150.00/hour
10.	Clerical	\$ 60.00/hour
11.	Materials Specialist	\$ 110.00/hour
12.	AWS Welding Inspector	\$ 150.00/hour
13.	Trip Charge	\$ 35.00/per trip

Scope of Testing and Inspection Services

Based on our review of the project plans and specifications, our scope of testing and Special Inspection services will cover the structural elements as follows:

- Earthwork monitoring, proof-roll observations, and soil compaction/density testing
- Footing/Slab observation and inspections - to include reinforcing steel (rebar) placement inspections and soil bearing capacity testing
- Cast In-place Concrete - to include slump, air content, concrete temperature, and compressive strength testing. Testing for this section includes all structural concrete components (footings, slabs and walls)
- Masonry Testing and Inspections. This section includes rebar placement inspections
- Structural Steel Inspections, includes AWS welding and bolt torque inspections
- Pavement Improvements, base compaction, asphalt pavement, concrete paving, concrete curb testing
- All reports will be reviewed and signed by the Project Engineer

Fee Estimate

We anticipate that testing and inspections will be performed on an on-call basis for this project with some serves requiring full-time inspections and testing. After reviewing the final plans and project schedule, we could provide you with a more detailed cost estimate. For estimating purposes, we recommend that you budget **\$25,000** for the above described construction materials testing and Special Inspections. The client should note that the final cost of testing services is dependent on the weather, the contractors' daily schedule and performance, etc. However, we will not exceed this amount without a written description of the reason for the additional cost and proper authorization from you.

Testing Standards

Our work on this project would be completed in general accordance with applicable ASTM standards and with generally accepted current standards of geotechnical engineering practices. Special Inspections will be based on Chapter 17 of the International Building Code (IBC). We maintain general and professional liability insurances in amounts typically acceptable for similar projects. A copy of our insurance certificates can be obtained at your request.

Authorization

To authorize us to proceed with the above-described geotechnical services, please complete the authorization form and return to this office for our file. GeoCon's Terms and Conditions, which are attached hereto, are hereby incorporated by reference as if fully set forth herein. By signing this Proposal, Client acknowledges and agrees that he/she has read the Terms and Conditions and agrees to be bound by the terms and conditions set forth therein.

We appreciate the opportunity to provide a proposal for this project. Please feel free to contact our office if you have any questions or if you need any additional information.

Sincerely,

GeoCon, Inc.



David A. Rachel
Vice President

Proposal Authorization Form

Please Print

Accepted By: _____

Entity: _____

Signature: _____

Mailing Address: _____

Report will be addressed to: _____

Provide email address of all entities that should receive a copy of the report:

Invoicing Address: _____

Email Address: _____

Contact Number: _____

Location: Public Works Facility in Foley, Alabama

Proposed Amount: \$25,000

Date: _____

Proposed amount is only valid for 60 days unless executed.

TERMS AND CONDITIONS

SERVICES TO BE PROVIDED. GeoCon Engineering & Material Testing, Inc. (hereinafter GeoCon) is an independent consultant and agrees to provide Client, for its sole benefit and exclusive use, consulting services set forth in our proposal.

PAYMENT TERMS. Client agrees to pay our invoice upon receipt. If payment is not received within 30 days from the invoice date, Client agrees to pay a service charge on the past due amount at a rate of 1.5% per month, and GeoCon reserves the right to suspend all work until payment is received. No deduction shall be made from our invoice on account of liquidated damages or other sums withheld from payments to contractors or others.

TERMINATION. Either party may terminate this Agreement without cause upon 20 days advance notice in writing. In the event Client requests termination prior to completion of the proposed services, Client agrees to pay GeoCon for all costs incurred plus reasonable charges associated with termination of the work.

PROFESSIONAL LIABILITY. Notwithstanding any other provision of this Agreement, the Engineer's and GeoCon's total liability to the Owner for any loss or damages from claims arising out of or in connection with this Agreement from any cause including the Engineer's strict liability, breach of contract, or professional negligence, errors and omissions (whether claimed in tort, contract, strict liability, nuisance, by statute or otherwise) shall not exceed the lesser of the total contract price of this Agreement or the proceeds paid under Engineer's liability insurance in effect at the time such claims are made. The Owner hereby releases the Engineer from any liability exceeding such amount. In no event shall either party to this Agreement be liable to the other for special, indirect, incidental or consequential damages, whether or not such damages were foreseeable at the time of the commencement of the work under this Agreement.

SITE OPERATIONS. Client will arrange for right-of-entry to all applicable properties for the purpose of performing studies, tests and evaluations pursuant to the agreed services. Client represents that it possesses necessary permits and licenses required for its activities at the site.

OWNERSHIP AND USE OF PROJECT DOCUMENTS. All documents are instruments of service in respect to the Services, and Engineer shall retain an ownership and proprietary property interest therein (including the right of reuse at the discretion of the Engineer) whether or not the Services are completed. Client may make and retain copies of documents for information and reference in connection with the services by Client. Such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the services or on any other project. Any such reuse or modification without written verification or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's consultants. Client shall indemnify and hold harmless Engineer and Engineer's consultants from all claims, damages, and expenses including attorneys' fees arising out of or resulting therefrom.

ADDITIONAL SERVICES OF CONSULTANT. If authorized in writing by the Client, GeoCon shall furnish additional services that are not considered as an integral part of the Scope of Services outlined in the Proposal Acceptance Sheet. Under this Agreement, all costs for additional services will be negotiated as to activities and compensation. In addition, it is possible that unforeseen conditions may be encountered that could substantially alter the original scope of services. If this occurs, GeoCon will promptly notify and consult with Client and any additional services will be negotiated.

ASSIGNABILITY. GeoCon shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Client; provided, however, that claims for money by GeoCon against Client under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be promptly furnished to the Client.

SERVICES TO BE CONFIDENTIAL. All services, including opinions, designs, drawings, plans, specifications, reports and other services and information, to be furnished by GeoCon under this Agreement are confidential and shall not be divulged, in whole or in part, to any person, other than to duly authorized representatives of the Client, without prior written approval of the Client, except by testimony under oath in a judicial proceeding or as otherwise required by law. GeoCon shall take all necessary steps to ensure that no member of its organization divulges any such information except as may be required by law.

CLAIMS. The parties agree to attempt to resolve any dispute without resort to litigation. However, in the event a claim is made that results in litigation, and the claimant does not prevail at trial, then the claimant shall pay all costs incurred in defending the claim, including reasonable attorney's fees. The claim will be considered proven if the judgment obtained and retained through any applicable appeal is at least ten percent greater than the sum offered to resolve the matter prior to the commencement of trial.

SEVERABILITY. It is understood and agreed by the parties hereto, that if any part, term or provisions of this Agreement is held by any court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining portion or portions of this Agreement shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

SURVIVAL. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and GEOCON shall survive the completion of the services and the termination of this Agreement.

INTEGRATION. This Agreement, the attached documents and those incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties.

GOVERNING LAW. This Agreement shall be governed in all respects by the laws of the State of Alabama and venue shall be in Baldwin County, Alabama