

*NOW LICENSED IN 48 STATES!*

March 21, 2024

Proposal # P24.BBX

Reid Cole, Captain
Foley Fire Department
120 West Verbena Avenue
Foley, AL 36535



Re: NFPA 1402/03 Training Tower Inspection
12131 Bender Road, Foley, Alabama

Capt. Cole —

Per your request, **CEO Structural Engineers** hereby proposes to provide an *NFPA 1402/03 Burn Building Inspection* for the referenced property. Our service shall include the following *Scope of Work*:

1. Provide field visit to the site by an inspector with live-fire simulator design and structural inspection training per NFPA 1403 §7.2.6.
2. Compile a comprehensive written report detailing the findings of our investigation to include recommendations for repairs and maintenance as necessary. Report shall contain extensive photo documentation and be wet-sealed by a *Professional Engineer licensed in the State of Alabama*.
3. Onsite debriefing with local fire officials.
4. Airline, hotel and related travel expenses.

Fee: Onsite Inspection, Written Report & Alabama State PE Seal:**\$5,900****Terms and Conditions** (see *General Terms* attached)

- ***Incidental requirements:*** The customer shall provide a portable ladder and assistants capable of removing and replacing a representative area of thermal linings for structural inspection behind the linings per NFPA 1402/03. Please provide digital copies of existing building drawings (if available) in advance to facilitate the design of the inspection.
- ***Schedule:*** We will require up to three weeks advance notice to schedule the inspection; allow one week thereafter for structural review and compilation of the written report and photo documentation.
- ***Exclusions & Limitations:*** This proposal is for the NFPA 1402/03 *structural condition* inspection only. Plumbing, mechanical, electrical systems and gas-fired simulators will not be evaluated in the structural review.
- ***Payment Terms:*** Net 30 upon delivery.

If you have any questions or would like to discuss our proposal, please do not hesitate to contact me directly. If you approve of our proposal, please sign where indicated on the attached form and return one copy for our records. In lieu of a signature, you may also indicate your approval by email message or Purchase Order.

Respectfully Submitted,
CEO Structural Engineers, Inc.

David F. Miller
Construction & Forensic Engineering Specialist

*NOW LICENSED IN 48 STATES!***General Terms for Doing Business**

The terms and conditions stated herein [hereafter, "GTDB"] are a contractually-binding supplement to the project agreement [hereafter, "Agreement"] between CEO Structural Engineers, Inc. [hereafter, "CEOSE"] and the Client [hereafter, "Client"]. The Agreement established one or more of the following: Fee, Service, and project-specific Terms. In the event of a conflict between the terms of the Agreement and the following GTDB, the terms of the Agreement shall prevail.

1. **Independent.** CEOSE shall undertake performance of the Services as an independent Contractor and shall be wholly responsible for its own methods of performance.
 - A. **Drawings.** CEOSE shall prepare drawings, if any, using AutoCAD LT v 2014 or later.
 - B. **Copyright.** CEOSE shall retain ownership of all original created works. The Client may retain an authentic copy of all original works created by CEOSE for this project.
 - C. **Licensure.** CEOSE shall be responsible for acquiring and maintaining adequate licensure in the State for sealing the Project where the Project is to be constructed.
2. **Proper Channel.** Unless arranged otherwise the Client shall be the general administrator and coordinator of CEOSE's service and shall facilitate, or approve, the exchange of information among the other independent consultants (if any) that have been engaged as necessary for the coordination of their services.
3. **Due Date.** The Client and CEOSE shall mutually confer and agree upon when the Product is due, specifically upon when various stages of completed drawings shall be delivered to the Client.
4. **Scope.** The Scope shall be defined in the proposal Agreement, and shall include providing all reasonable and prudent services, as required, to complete the project according to the terms of this Arrangement. The scope shall not include: geotechnical investigation or evaluation, cost evaluation, value re-engineering, materials testing, roofing repair, design of flashing, mechanical design or design of drainage. The Scope shall be considered fulfilled by CEOSE upon delivery of sealed documents.
5. **Change of Scope.** If in CEOSE's opinion, any specific change or accumulation of changes appears to require non-trivial work in excess of what was originally intended by the Agreement, CEOSE shall submit a proposal for additional fees to compensate the supplementary time involved to re-design or provide additional design. CEOSE is not obligated to perform work for which it is not adequately compensated.
6. **General Liability.** CEOSE shall carry General Liability insurance equivalent to form ISO CG 0001 coverage on an occurrence basis limited to \$1,000,000 per claim and \$2,000,000 total aggregate.
7. **Professional Liability.** For design or participatory service performed by CEOSE that is deemed faulty, inadequate or incomplete, the accumulated amount of liability for all lawsuits executed, threatened or implied shall be limited to \$1,000,000 per claim and \$2,000,000 total aggregate.
8. **Expenses.** All expenses accumulated in direct fulfillment of the Agreement are included in the Fee, except that all plotting and printing expenses requested by the Client shall be charged to the Client in addition to the Fee. [1st Copy Free; ea. additional copy, \$2.75 per 30x42; \$2.00 per 24x36; \$1.00 per 18x24; \$0.50 per 11x17; \$0.25 per 8½ x 11].
9. **Cease and Desist.** The Client may request in writing that CEOSE cease and desist providing Services for completing the Project. As a consequence, the Client is obligated to compensate CEOSE for a reasonable proportion of the work completed, dated up to receipt of the written Request.
10. **Hourly Rates.** Where applicable in this Agreement, unless negotiated otherwise each employee's time charged to the Project shall be compensated as follows:

• Walter M. Griewing, PE, President:	\$150/hr
• Alison M. Parker, MCE PE SE, Vice President:	\$150/hr
• Matthew Roever, EIT:	\$125/hr
• David F. Miller, Construction & Forensic Investigation Specialist:	\$125/hr
• Business Support Services:	\$90/hr
11. **Response to 3rd-Party Reviews.** If requested by the Client, unless negotiated otherwise time accumulated by CEOSE to respond to independent 3rd-party structural review comments from others, including those independent from but contracted directly by the Client, shall be charged in addition to the Fee at the Hourly Rates.
12. **Diligence.** If by the complexity of the problems, deficiency of existing construction, limits within the Owners' budget, or other anomalies prevent or restrict CEOSE from developing safe and constructible structural engineering solutions within the boundary, limitations or tolerances of specified Code or other prescriptive requirements, regardless, CEOSE shall be compensated hourly for the work performed to date, applying the Hourly Rates, not to exceed the Fee stated in the Agreement.
13. **Terms of Payment.** Unless negotiated otherwise, all invoices generated by CEOSE and delivered to Client shall be due and payable in Net 20 days.
 - A. Upon completion of the Scope, CEOSE may immediately invoice the total amount listed in the Agreement. For projects spanning multiple months, CEOSE shall issue progress invoices for a percentage of the Amount Due each month, based upon the reasonable proportion of Scope actually completed.
 - B. If the Client objects to any invoice submitted by the CEOSE, the Client shall so advise CEOSE in writing, giving reasons therefore within ten (10) days of Issue Date of Invoice. If no such objection is made, the Invoice shall be considered acceptable to and payable by the Client. The Client shall then pay CEOSE within the negotiated terms.
 - C. For payment not received within 60 days past the Issue Date, CEOSE may charge the Client, in addition to the Fee, 1.50% interest per month on the Total Amount Due, accumulated from the Due Date.
 - D. Payments made by credit card will include a 3.53% surcharge to cover credit card company processing charges.
14. **Effective Date.** This GTDB become effective the date CEOSE begins work on the Project, having obtained either verbal or written authorization to proceed from the Client.

ACCEPTANCE

We find your proposal acceptable. You are authorized to commence work immediately.

 Authorized Signature

 Date