

October 3, 2014

Honorable Mayor Koniar
Mayor, City of Foley
c/o Chad Christian, PE
407 East Laurel Ave
PO Box 1750
Foley, AL 36535

**RE: Supplemental Agreement for Graham Creek Estates –
Drainage Repair; Resolution No. 14-0146-RES**

Dear Honorable Mayor Koniar,

Sawgrass Consulting, LLC, (Sawgrass) has been asked to provide additional services for survey, design and inspection to repair a third outfall location, Outfall "C", in Graham Creek Estates; see Exhibit A. The original scopes of services for this project included the design the repair two storm water outfall locations as directed by the City Engineer as described in Resolution No. 14-0146-RES. The additional scope is noted below:

Survey and Design

At the time of the field evaluation and with additional video inspection of the storm sewer pipes, it was discovered that a third deficient outfall pipe (Outfall "C") along Bay View Drive leading to Graham Creek needed repairs. The physical address of this outfall is between 8072 and 8068 Bay View Drive. Since the contracted design had not reached 100% status, Sawgrass will incorporate the design of an additional drainage section and associated details within the construction plan set. *See the supplemental agreement manpower estimate for these services.*

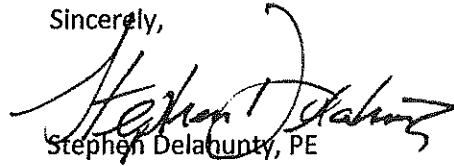
Inspection and Construction Testing Services

Due to the sensitive nature of the repairs, their proximity to existing residences and the conditions set within the final drainage easement agreements with the POA, the City Engineering Department has requested that Sawgrass provide more of a daily presence during the construction phase of this project. In addition, the proposal of the third outfall repair will essentially increase the scope and effort by one-third, which directly impacts construction cost and time. *See the supplemental agreement manpower estimate for these services.*

Construction Testing was not part of the original scope of services due the unknown approach of repair and materials. This fee has been included in the supplemental agreement and is a part of Attachment B.

Please do not hesitate to call if you have any questions or need to discuss this Supplement in more detail.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephen Delahunty", is written over the printed name.

Stephen Delahunty, PE

Vice President

Cc: Mr. Chad Christian, PE, City of Foley Engineer
Mr. Taylor Davis, PE, Assistant City of Foley Engineer

Attachment A

Additional Scope of Services and Fees

Geotechnical Services

Fee

Construction Testing - See Attachment B

\$2,500.00 Lump Sum

Topographic Survey

A topographic survey of property line between 8072 and 8068 Bay View Drive will be required to verify gradient of the Outfall "C", existing grades, and locate other encumbrances that may impact the repair.

\$1,080.00 Lump Sum

Plan Development

Sawgrass will incorporate the repair design of Outfall "C" within the existing 80% construction plans. It will include typical section(s), drainage sections, grading plan, repair details (as required), and erosion control plan for this new section.

\$3,170.00 Lump Sum

Additional Construction Inspection and Reporting

Sawgrass personnel will provide Construction Engineering and Inspection (CE&I) services for the development of this project. These services include daily review of the Contractor's progress for compliance with the terms and conditions of the Contract Documents, the **Drainage Easement Agreement**, and to the Design and Construction Standards for the City of Foley.

\$11,250.00 Hourly-NTE

Original Fee:	\$19,530.00
Supplemental Fee:	\$18,000.00
Total Fee:	\$37,530.00

Budget Construction Cost: Estimated \$165,000.00
(Approximately 22.7 % of Construction)

Proposed

Recommended

TASK	PROJECT MGR	STAFF PLS	STAFF PE	CADD TECH	SURV TECH	INSP	CLER	2-MAN	3-MAN	PARTY CHIEF	SURV EQMT	DIR EXP \$	WORK ITEM TOTAL
Survey		1			2			8					1,080
Design	2		12	20			1						3,170
Construction Inspection - Estimated 5 Weeks @ 8 hrs per day (less 50 hours)	5					150							11,250
													0
Geotechnical Testing												2,500	2,500
													0
													0
													0
													0
													0
													0
													0
													0
TOTAL HOURS	7	1	12	20	2	150	1	8	0	0	0		0
HOURLY RATE	150	110	110	75	85	70	50	100	130	60	50		50
LABOR FEE	1,050	110	1,320	1,500	170	10,500	50	800	0	0	0		0

TOTAL LABOR FEE	15,500
TOTAL DIRECT EXPENSES	2,500
REIMBURSABLES	
TOTAL PROJECT FEE	18,000

Herbert J. Smith
PROJECT MANAGER SIGNATURE

APPROVAL SIGNATURE

Attachment B

Geotechnical Compensation

GeoCon

Engineering & Materials Testing, Inc.

September 10, 2014

Mr. Steve Delahunty, P.E.
Sawgrass Consulting, LLC
5535 Business Parkway
Theodore, Alabama 36582

Re: **Proposal for Construction Materials Testing**
Graham Creek Estates Drainage Outfall Repairs
Foley, Alabama

Dear Mr. Delahunty:

GeoCon Engineering & Materials Testing, Inc. appreciates the opportunity to provide a proposal Construction Materials Testing for the Graham Creek Estates Drainage Outfall Repairs project in Foley, Alabama. We understand that the project includes about 700 feet of new drainage pipe below the existing roadways. The majority of our scope of services will include compaction testing of select fill, subgrade and the base coarse in the repair areas along the roadway.

Fee Estimate

We anticipate that testing will be required on an on-call basis during roadway construction. Based on the anticipated scope of services and the below unit rates, we recommend that you budget \$2,500 for materials testing for this project. The budget for materials testing is highly dependent on the schedule and performance of the project contractor. We will not exceed the above recommended budget without your written approval.

Unit Fee Schedule

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

1.	Earthwork Technician	\$ 60.00/hour
2.	Engineering Technician	\$ 50.00/hour
3.	Standard Soil Compaction Test (ASTM D 698)	\$ 100.00/test
4.	Field Nuclear Gauge Reading	\$ 10.00/test
5.	Asphalt Core	\$ 50.00/core
6.	Soil Particle Size Test for Classification – Lab	\$ 45.00/test
7.	Soil Atterberg Limits Test for Classification – Lab	\$ 65.00/test
8.	Geotechnical Engineer	\$ 100.00/hour
9.	Clerical	\$ 50.00/hour
10.	Personnel Travel	\$ 00.56/mile

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.). 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.

Sincerely,

GeoCon, Inc.



Jason J. Christian, P.E.
Geotechnical Engineer

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 in 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 provision 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.

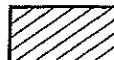
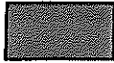
Client Sign Here: 

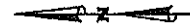
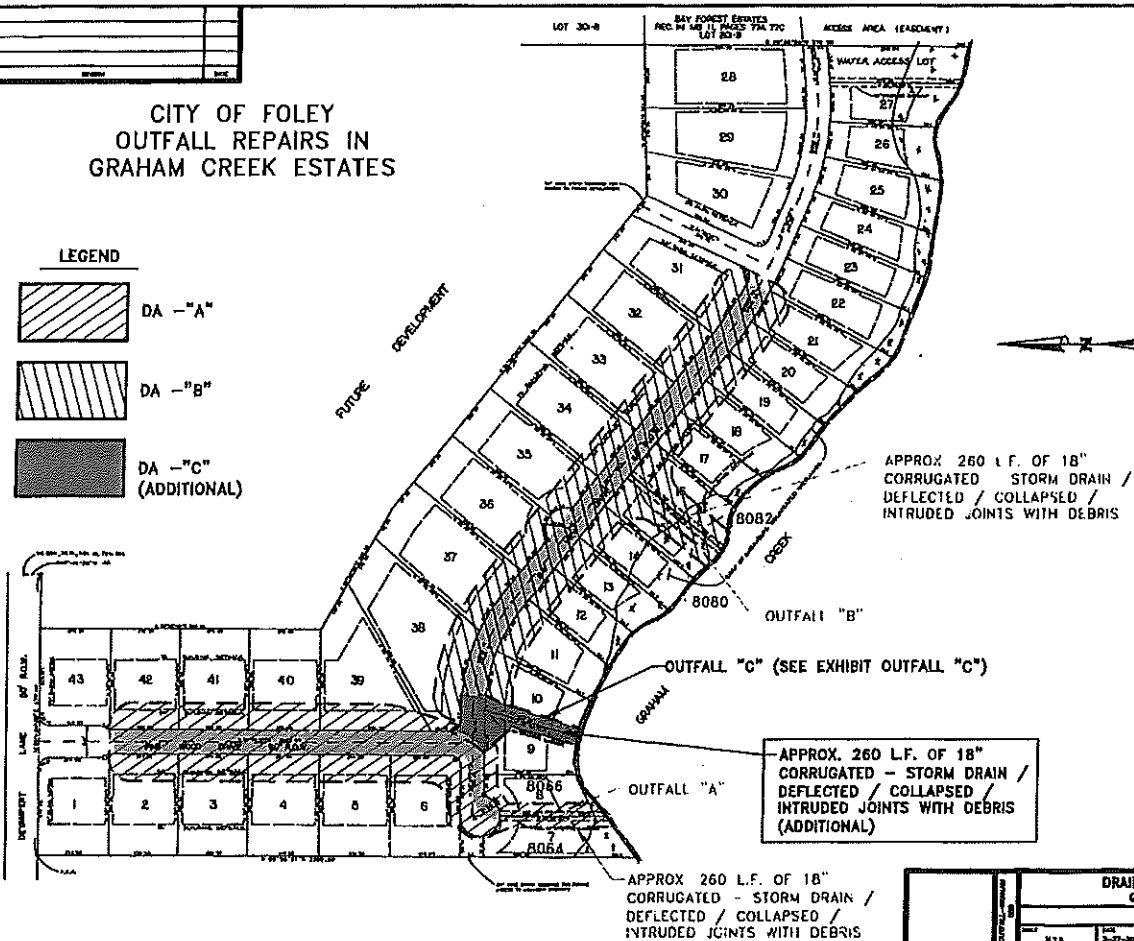
GeoCon Engineering and Material Testing, Inc.: Accepted by its authorized representative: 

Exhibit A

CITY OF FOLEY OUTFALL REPAIRS IN GRAHAM CREEK ESTATES

LEGEND

-  DA - "A"
-  DA - "B"
-  DA - "C" (ADDITIONAL)



awgrass
CONSULTING, LLC
ENGINEERING - SURVEYING - CONSTRUCTION MANAGEMENT
1000 Business Parkway, Foley, AL 36525
Phone: (904) 344-1100
Fax: (904) 344-1101

EXHIBIT "A"

DRAINAGE OUTFALL REPAIRS
GRAHAM CREEK ESTATES
CITY OF FOLEY

DATE	2-27-2014	BY	AWG	SCALE	1" = 40'
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