



August 31, 2020

Mr. Taylor L. Davis, PE
Deputy City Engineer
City of Foley Engineering Dept.
P.O. Box 1750 \ 200 N. Alston St.
Foley, AL 36535

Re: **Proposal for Construction Materials Testing**
Farmers Market Road
Foley, Alabama

Dear Mr. Davis:

GeoCon Engineering & Materials Testing, Inc. appreciates the opportunity to provide a proposal for Construction Materials Testing for the above referenced project.

Requested Scope of Services

We understand that our scope of testing services will cover the following:

- Proof roll prior to asphalt placement – proof roll to be performed by the contractor with a loaded tandem axle dump truck and proof roll to be observed and documented by GeoCon personnel
- Compaction testing on base
- Proctor test and classification test on base material
- Asphalt Binder and Wearing Density and Thickness Testing
- All reports will be signed by the project Geotechnical Engineer (P.E.)

Fee Estimate

We anticipate that testing will be performed on an on-call basis for this project. For estimating purposes, we recommend that you budget \$1,400 for the above described construction materials testing and site work observations. We will only invoice for actual services rendered (i.e. time, test, etc.). The client should note that the final cost of testing services is dependent on the contractors' daily schedule and weather conditions. However, we will not exceed this amount without proper authorization from the client.

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	\$ 80.00/hour
3.	Standard Soil Proctor Test (ASTM D 698)	\$ 100.00/test
4.	Standard Agg Base Proctor Test (ASTM D 698)	\$ 225.00/test
5.	Soil Particle Size Test for Classification – Lab	\$ 50.00/test
6.	Soil Atterberg Limits Test for Classification – Lab	\$ 75.00/test
7.	Field Nuclear Gauge Reading	\$ 20.00/test
8.	Project Geotechnical Engineer	\$ 135.00/hour
9.	Clerical	\$ 50.00/hour
10.	Personnel Travel	\$ 35.00/trip

Note: We can provide cost for additional services not listed above at your request.

Scheduling

We anticipate that the site contractor will be responsible for scheduling testing services. We ask that a 24 hour notice be given for testing and inspection services. Scheduling of services would be done through either our office and/or the field technician on-site once the project commences. The primary GeoCon contact would be Mr. Jason Christian, P.E (251-424-0211).

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 insurance in amounts typically acceptable for similar projects. A copy of our insurance certificate can be obtained at your request.

Authorization

We thank you for allowing GeoCon the opportunity of providing a proposal for this project. Attached to this proposal is our Terms & Conditions sheet that governs our work. To authorize us to provide the proposed testing services based on the above proposed budget, please sign the below authorization form.

Please feel free to contact our office if you have any questions or if you need any additional information.

Sincerely,

GeoCon, Inc.


 Jason J. Christian, P.E.
 Geotechnical Engineer

Proposal Acceptance

Accepted By: _____

Entity: _____

Signature: _____

Mailing Address: _____

Email Address: _____

Contact Phone No: _____

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 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: _____ Date: _____