

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN  
THE CITY OF FOLEY, ALABAMA  
AND  
BURK-KLEINPETER, INC**

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THIS **AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between **THE CITY OF FOLEY, ALABAMA**, hereinafter referred to as the **CITY**, and **BURK-KLEINPETER, INC.**, hereinafter referred to as the **CONSULTANT**.

**WITNESSETH**

WHEREAS, the **CITY** desires to have professional engineering services performed for the **DESIGN OF INTERSECTION IMPROVEMENTS ON FOLEY BEACH EXPRESS AT COUNTY ROAD 12** project in FOLEY, Alabama, hereinafter referred to as the **PROJECT**; and,

WHEREAS, not having engaged any other consultants or engineers for the **PROJECT**, the **CITY** desires to retain the services of the **CONSULTANT** to perform the work herein described.

NOW THEREFORE, for and in consideration of their mutual benefit, the parties hereto agree as follows:

**ARTICLE I - SCOPE OF SERVICES**

The **CONSULTANT** shall provide the **CITY** with the following professional engineering services:

Generally, the scope of services shall consist of providing field survey, geotechnical investigation and design, roadway design and plans preparation, and construction stormwater permit preparation for the proposed construction of offset left turn lanes on Foley Beach Express at County Road 12 and to provide additive alternates for the **CITY** to consider constructing the replacement of the existing span wire signals with mast arm signals, turn lanes on County Road 12 and acceleration/deceleration lanes on Foley Beach Express at County Road 12.

These services shall be performed under two tasks to account for and separate the work associated with the offset left turn lanes and signal modifications that are being funded by the State of Alabama through the Alabama Department of Transportation (ALDOT) Highway Safety Improvement Program, herein referred to as HSIP, from the work associated with the remaining improvements that are being funded solely by the **CITY**.

## **TASK 1 – Offset Left Turn Lanes on Foley Beach Express at County Road 12 (HSIP)**

### **Surveying Services**

The CONSULTANT shall secure a surveying sub-consultant to perform pre-design surveying services. See attached Scope of Services found in Attachment A.

### **Stormwater Permitting**

The PROJECT is expected to disturb greater than one (1) acre; therefore, an NPDES notice of intent to be filed with the Alabama Department of Environmental Management (ADEM) will be required prior to construction. The CONSULTANT will assist the CITY in preparing and applying for the appropriate ADEM construction stormwater permit. The fees included in this agreement do not include any required ADEM permit application fees. The CITY will be responsible for paying these fees separately.

### **Geotechnical Engineering Services**

The CONSULTANT shall secure a geotechnical sub-consultant to provide pre-design and construction materials testing services. See attached Scope of Services found in Attachment A.

### **Preliminary Roadway Design and Cost Estimate**

The CONSULTANT will provide professional engineering design services for the PROJECT as follows:

- Gather and review existing data along the PROJECT corridor to determine local site constraints and available site-specific data.
- Coordinate with in-place utility companies to determine any impacts and costs related to each.
- Coordinate and meet with the CITY to determine appropriate roadway and drainage design criteria for the development of the construction plans.
- Prepare preliminary construction plans and preliminary cost estimates for review by the CITY and ALDOT.
- Prepare a preliminary Engineer's Cost Estimate.

### **Final Roadway Design and Plans and Specifications**

The CONSULTANT will provide professional engineering design services for the PROJECT as follows:

- Address comments and issues arising from the preliminary plans and prepare final construction plans for review by the CITY and ALDOT, including:
  - Title Sheet
  - Index Sheets
  - Plans Legend

- General Notes Sheets
- Typical Sections and Special Detail Sheets
- Quantity Sheets
- Plan/Profile Sheets
- Paving and Striping Layout Sheets
- Signing Layout Sheets
- Signal Sheets
- Drainage Sections
- Erosion Control Plans
- Traffic Control Plans
- Cross Sections
- Prepare an Engineer's Cost Estimate.
- Resolve comments and issues arising from the final construction plans.
- Prepare a Construction Best Management Practices Plan (CBMPP).
- Prepare PROJECT specifications required for letting.
- Submit final plans and specifications to the CITY and ALDOT for final review and letting by the CITY.

## **TASK 2 – Intersection and Signal Upgrade Improvements**

### **Surveying Services**

The CONSULTANT shall secure a surveying sub-consultant to perform pre-design surveying services. See attached Scope of Services found in Attachment B.

### **Stormwater Permitting**

The PROJECT is expected to disturb greater than one (1) acre; therefore, an NPDES notice of intent to be filed with the Alabama Department of Environmental Management (ADEM) will be required prior to construction. The CONSULTANT will assist the CITY in preparing and applying for the appropriate ADEM construction stormwater permit. The fees included in this agreement do not include any required ADEM permit application fees. The CITY will be responsible for paying these fees separately.

### **Geotechnical Engineering Services**

The CONSULTANT shall secure a geotechnical sub-consultant to provide pre-design and construction materials testing services. See attached Scope of Services found in Attachment B.

### **Preliminary Roadway Design and Cost Estimate**

The CONSULTANT will provide professional engineering design services for the PROJECT as follows:

- Gather and review existing data along the PROJECT corridor to determine local site constraints and available site-specific data.
- Coordinate with in-place utility companies to determine any impacts and costs related to each.
- Coordinate and meet with the CITY to determine appropriate roadway and drainage design criteria for the development of the construction plans.
- Prepare preliminary construction plans and preliminary cost estimates for review by the CITY.
- Prepare a preliminary Engineer's Cost Estimate

### **Final Roadway Design and Plans and Specifications**

The CONSULTANT will provide professional engineering design services for the PROJECT as follows:

- Address comments and issues arising from the preliminary plans and prepare final construction plans for review by the CITY, including:
  - Title Sheet
  - Index Sheets
  - Plans Legend
  - General Notes Sheets
  - Typical Sections and Special Detail Sheets
  - Quantity Sheets
  - Plan/Profile Sheets
  - Paving and Striping Layout Sheets
  - Signing Layout Sheets
  - Signal Sheets
  - Drainage Sections
  - Erosion Control Plans
  - Traffic Control Plans
  - Cross Sections
- Prepare an Engineer's Cost Estimate.
- Resolve comments and issues arising from the final construction plans.
- Prepare a Construction Best Management Practices Plan (CBMPP).
- Prepare PROJECT specifications required for letting.
- Submit final plans and specifications to the CITY for final review and letting by the CITY.

It is expected that there will be no impacts to wetlands on this PROJECT. Therefore, this scope of work excludes any work associated with wetland delineation, permitting or mitigation. Such additional work shall entitle CONSULTANT to mutually agreed-upon additional compensation.

Any additional services desired by the CITY that are not stated herein or attached hereto

shall be considered Extra Work and shall entitle CONSULTANT to mutually agreed-upon additional compensation.

Items specifically excluded from this agreement include the preparation of contract documents for a complete bid package for the PROJECT to be let by the CITY. A separate agreement will be required for the bidding and construction services needed for the CITY to construct this PROJECT.

## **ARTICLE II - SCHEDULE**

Services for Task 1 and Task 2 shall commence immediately upon Notice to Proceed (NTP) from the CITY.

- Surveying Services are anticipated to begin within 5 days and completed within 30 days of issuance of NTP.
- Environmental Permitting services are anticipated to begin within 10 days of NTP and completed in a timely manner as allowed by ADEM requirements.
- Geotechnical Engineering Services are anticipated to begin within 5 days and completed within 30 days of issuance of NTP.
- Preliminary Roadway Design services are anticipated to begin within 5 days of NTP and completed within 30 days of issuance of NTP.
- Final Roadway Design services are anticipated to begin within 30 days of NTP, upon completion of the survey. Final Roadway Design services will be completed according to the schedule allowed by CITY and ALDOT review and approval of the plans.

Numerous items outside of the control of the CONSULTANT can greatly affect the overall schedule. For planning purposed only, it is anticipated that the PROJECT could be ready to bid within 6 months of issuance of Notice to Proceed.

## **ARTICLE III - PAYMENTS TO THE CONSULTANT**

The CONSULTANT's compensation for the work described herein shall be as follows:

- A. CITY shall pay CONSULTANT for services rendered under Article I a lump sum amount of **Eighty-Eight Thousand, Five Hundred and Twelve Dollars and No Cents (\$88,512.00)**, in accordance with Attachments A and B hereto.

Additional Services desired by the CITY shall entitle CONSULTANT to mutually agreed-upon additional compensation.

- B. CONSULTANT will bill CITY monthly for percentage of work completed during the billing period. Payments undisputed to the CONSULTANT on account of the above fees are payable upon receipt in accordance with the CITY'S regular monthly payment schedule.

## **ARTICLE IV - MISCELLANEOUS PROVISIONS**

- A. Estimates: Since the CONSULTANT has no control over the cost of labor and materials or over competitive bidding and market conditions, the estimates of construction cost provided for herein are to be made on the basis of his experience and qualifications, but the CONSULTANT does not guarantee the accuracy of such estimates as compared to the Contractor's bids or the actual PROJECT construction cost.
- B. Reuse of Documents: All documents, including drawings and specifications prepared by the CONSULTANT pursuant to this AGREEMENT, are the property of the CITY with respect to the PROJECT. They are not intended or represented to be suitable for reuse by CITY or others on extensions of the PROJECT or on any other PROJECT. Any reuse without written verification will be at CITY'S sole risk and with no liability or legal exposure to CONSULTANT. Notwithstanding these provisions the CITY shall be provided upon request a reproducible copy of any drawing produced under this AGREEMENT at the cost of reproduction and will be permitted full use of such documents subject to the limitations set forth herein.
- C. Responsibility of the CONSULTANT:
1. The CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the CONSULTANT under this AGREEMENT.
  2. Approval by the CITY and other agencies of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the CONSULTANT of his responsibility for the technical adequacy of his work except as to matters involving peculiar conditions or uses of the property known to the CITY or other agencies but not to the CONSULTANT.
  3. The CONSULTANT shall not be responsible for any time delays in the PROJECT caused by the loss or destruction of any portion of the PROJECT including, but not limited to fire, theft, smoke, storm, vandalism, sudden or accidental damage from irregularities in electrical current, or any other circumstance beyond the CONSULTANT's control.
  4. The CONSULTANT shall be responsible for providing all services necessary for preparing the conceptual designs and opinions of probable cost of the PROJECT. The CITY reserves the right to reduce the size and scope of the PROJECT in its discretion.
- D. Responsibility of CITY:

As a part to this AGREEMENT, the CITY shall:

1. Make available for the CONSULTANT's use all relevant site information, existing plans, reports, studies, record drawings, maps, and similar information that is readily available to the CITY.
2. Designate a representative to respond in a timely manner to submissions by the CONSULTANT so that work may continue at a normal pace.
3. Furnish such accounting, insurance and legal counseling services as CITY may require for this PROJECT. Obtain advice of an attorney, insurance counselor or other consultants as CITY deems appropriate for examination of the Contract Documents prepared by CONSULTANT.

E. Termination:

1. This AGREEMENT may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party provided that no such termination may be affected unless the other party is given:
  - a. Not less than 10 calendar days written notice of intent to terminate; and,
  - b. An opportunity for consultation with the terminating party prior to termination.
2. This AGREEMENT may be terminated in whole or in part in writing by either party without cause on thirty (30) days written notice.
3. Upon receipt of a termination notice, the CONSULTANT shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to the CITY all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the CONSULTANT in performing this AGREEMENT, whether completed or in process.
4. If this AGREEMENT is terminated by either party, the CONSULTANT shall be paid for services rendered pursuant to this AGREEMENT.

F. Audit: Access to Records

1. The CONSULTANT shall maintain books, records, documents, and other evidence directly pertinent to the work under this AGREEMENT in accordance with generally accepted accounting principles and practices. The CITY or any of its duly appointed representatives shall have access to any books, documents, papers, records, and other evidence for the purpose of examination, audit, excerpts, and transcriptions.

2. Records described above shall be maintained and made available during the performance under this AGREEMENT and for a period of three years after the CITY makes final payment and all other pending matters are closed.
- G. Headings: The headings of the Exhibits, Sections, Schedules, and Attachments as contained in this AGREEMENT are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Exhibits, Sections, Schedules, and Attachments.
- H. Assignment: CONSULTANT acknowledges that its services are unique and personal and its rights under this AGREEMENT may not be assigned or its duties or obligations delegated without the express written consent of CITY.
- I. Reimbursable Expenses: Reimbursable Expenses are in addition to compensation for Article I services and include expenses for fees of professional sub-consultants and out-of-pocket expenses incurred by CONSULTANT directly related to the PROJECT, the cost of which shall be charged at actual costs plus an administrative charge of ten percent (10%) and shall be itemized and included in the invoice. Reimbursable Expenses are as follows:
1. Renderings, models, and mock-ups requested by the CITY;
  2. Expense of professional liability insurance dedicated exclusively to this PROJECT or the expense of additional insurance coverage or limits requested by the CITY in excess of that normally carried by the CONSULTANT and the CONSULTANT's sub-consultants;
  3. Survey; and,
  4. Other similar direct PROJECT-related expenditures.
- J. Insurance & Indemnification: CONSULTANT shall furnish CITY with Certificate of Insurance confirming the following forms and minimum limits of insurance:

	<u>Type of Coverage</u>	<u>Limits</u>
I.	Workers Compensation And Employers' Liability	\$1,000,000 Each Accident \$1,000,000 Disease/Each Employee \$1,000,000 Disease/Policy Limit
II.	Comprehensive or Commercial General Liability	\$1,000,000 Per Person Bodily Injury \$1,000,000 Per Occurrence Bodily Injury \$1,000,000 Property Damage \$2,000,000 Policy Aggregate

III. Automobile Liability

\$1,000,000 Combined Single Limit

At the request of the CITY, the CONSULTANT will have the CITY listed as additional insured where appropriate.

Indemnification: CONSULTANT shall indemnify and hold harmless the CITY, its officers, directors, employees, from and against those liabilities, damages and costs that CITY is legally obligated to pay as a result of the death or bodily injury to any person or the destruction or damage to any property, to the extent caused by the willful misconduct, negligent act, error or omission of the CONSULTANT or anyone for whom the CONSULTANT is legally responsible, subject to any limitations of liability contained in this Agreement. CONSULTANT will reimburse CITY for reasonable defense costs for claims arising out of CONSULTANT's professional negligence based on the percentage of CONSULTANT's liability.

The CITY will hold harmless and indemnify the CONSULTANT for any damages resulting from the use of information prepared by others and provided by the CITY.

The **CONSULTANT** shall not sub-contract with additional sub-consultants without consent of the **CITY**.

This **AGREEMENT**, together with the attached Exhibits constitutes the entire agreement between the **CITY** and the **CONSULTANT** and supersedes all prior written or oral understandings. This **AGREEMENT** and said Exhibits may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this **AGREEMENT** as of the date first above written.

**CITY OF FOLEY, ALABAMA**

WITNESS: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

WITNESS:  \_\_\_\_\_

**BURK-KLEINPETER, INC.**

BY:  \_\_\_\_\_

TITLE: REGIONAL Vice President

## **ATTACHMENT A**



<b>Project No.</b> HSIP-0219(250)			
<b>County</b> Baldwin			
<b>Description</b> Construct Offset Left Turn Lanes on FBE at CR 12			
<b>Scope of Work</b> Turn Lane Widening and Signal Modifications			
<b>Project Length</b> 0.30 Miles			
<b>Consultant</b> Burk-Kleinpeter, Inc.			
<b>Fee Proposal (Field Survey)</b>			
<b>PERSONNEL COST</b>			
	Man-days x Daily Rate		
Project Manager (10% of PLS)	0.00	\$ 594.00	\$ -
PLS	0.00	\$ -	\$ -
Survey Crew (see man-day sheet)	0.00	\$ -	\$ -
Engineering Technician/CADD	0.00	\$ 233.84	\$ -
Clerical	0.00	\$ 120.00	\$ -
	<b>Total Direct Labor</b>		\$ -
Combined Overhead (%)	180.76		\$ -
Out-of-Pocket Expenses**			\$ -
	<b>Sub-Total</b>		\$ -
Operating Margin (10%)			\$ -
	<b>Sub-Total</b>		\$ -
<b>SUB-CONSULTANTS (attach man-day &amp; fee FROM each sub-consultant; show total fee for each here)</b>			
Hutchinson, Moore & Rauch, LLC		\$	4,986.00
		\$	-
		\$	-
Subconsultant Administration Expense (5%)		\$	249.30
	<b>Sub-Total</b>		\$ 5,235.30
Facilities Capital Cost of Money (% of Direct Labor)	0.52		\$ -
<b>TOTAL FEE</b>		\$	5,235.30

Project Number HSIP-0219(250)		CPMS # _____	
County Baldwin		_____	
Description Construct Offset Left Turn Lanes on FBE at CR 12		_____	
Scope of work Turn Lane Widening and Signal Modifications		_____	
Length 0.30 miles		_____	
Consultant Burk-Kleinpeter, Inc.			

  

ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
TITLE SHEET	1.00	0.10	0.10	0.10	0.10
INDEX SHEET	1.00	0.00	0.00	0.10	0.10
GEOMETRIC LAYOUT/SURVEY CONTROL	1.00	0.00	0.00	0.50	0.50
PROJECT NOTE SHEET (Project)	1.00	0.00	0.00	0.10	0.10
PROJECT NOTE SHEET (TCP)	1.00	0.00	0.00	0.10	0.10
PROJECT NOTE SHEET (Signage)	0.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET (Signals)	1.00	0.00	0.00	0.10	0.10
PROJECT NOTE SHEET (ITS)	0.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET (Lighting)	0.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET (Traffic Loops)	0.00	0.00	0.00	0.00	0.00
PLANS LEGEND & ABBREVIATIONS	1.00	0.00	0.00	0.10	0.10
<b>TYPICAL SECTIONS</b>					
Main Roadway	2.00	0.10	0.20	0.50	1.00
Cross Roads	0.00	0.00	0.00	0.00	0.00
Detour & Misc.	0.00	0.00	0.00	0.00	0.00
Ramps	0.00	0.00	0.00	0.00	0.00
Ditches	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
<b>SUMMARY SHEET</b>					
Main Summary	1.00	0.10	0.10	0.50	0.50
<b>SUMMARY BOX SHEETS</b>					
Roadway Drainage (non-culvert)	0.00	0.00	0.00	0.00	0.00
Culvert Extension, New Culvert	0.00	0.00	0.00	0.00	0.00
Bridge Culvert Extension, New Bridge Culvert	0.00	0.00	0.00	0.00	0.00
Guardrail/End Anchors	0.00	0.00	0.00	0.00	0.00
Slope Paving (Under Bridges)	0.00	0.00	0.00	0.00	0.00
Side Drain Pipe	0.00	0.00	0.00	0.00	0.00
Signing	0.33	0.00	0.00	0.25	0.08
Base & Pavement	0.00	0.00	0.00	0.00	0.00
Bridge	0.00	0.00	0.00	0.00	0.00
Striping & Pavement Markings	0.33	0.00	0.00	0.25	0.08
Curb & Gutter	0.00	0.00	0.00	0.00	0.00
Bridge End Slabs	0.00	0.00	0.00	0.00	0.00
Roadway Lighting	0.00	0.00	0.00	0.00	0.00
Signals	0.33	0.00	0.00	0.25	0.08
ITS	0.00	0.00	0.00	0.00	0.00
Sidewalk	0.00	0.00	0.00	0.00	0.00
Slope Paving (Ditches)/Ditch Summary	0.33	0.00	0.00	0.25	0.08
Concrete Safety Barrier	0.00	0.00	0.00	0.00	0.00
Retaining Wall	0.00	0.00	0.00	0.00	0.00
Misc. Boxes	0.00	0.00	0.00	0.00	0.00
Erosion Control	0.33	0.00	0.00	0.10	0.03
Removal Items	0.33	0.00	0.00	0.25	0.08
Utility Relocation	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
<b>PLAN &amp; PROFILE</b>					
Main Roadway	2.00	0.25	0.50	0.50	1.00
Crossroads	0.00	0.00	0.00	0.00	0.00
Detours	0.00	0.00	0.00	0.00	0.00
Retaining Walls	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00

ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
PAVING LAYOUT (includes striping)					
Main Roadway	1.00	0.00	0.00	0.50	0.50
Crossroads	0.00	0.00	0.00	0.00	0.00
Intersections	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
INTERCHANGES					
Geometrics	0.00	0.00	0.00	0.00	0.00
Ramps Profiles	0.00	0.00	0.00	0.00	0.00
Site Grading	0.00	0.00	0.00	0.00	0.00
Cross Sections	0.00	0.00	0.00	0.00	0.00
Signing	0.00	0.00	0.00	0.00	0.00
Ramp Gore Details	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
TRAFFIC CONTROL					
Sequence of Construction	1.00	0.10	0.10	0.25	0.25
Summary & Items	1.00	0.00	0.00	0.25	0.25
Typical Section Sketches	0.00	0.00	0.00	0.00	0.00
Layout Sheets (signs, devices, shifts, etc.)	1.00	0.10	0.10	0.50	0.50
Special Drawings	3.00	0.00	0.00	0.10	0.30
	0.00	0.00	0.00	0.00	0.00
SIGNING					
Sign Layout	1.00	0.00	0.00	0.25	0.25
Sign X-Section	0.00	0.00	0.00	0.00	0.00
Sign Panel Details	0.00	0.00	0.00	0.00	0.00
Soils' Data Sheets (provided by ALDOT)	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
SIGNALIZATION					
Signal Layout and Traffic Analysis (1 per site)	1.00	1.00	1.00	0.00	0.00
Traffic Counts (1 per site)	0.00	0.00	0.00	0.00	0.00
Signal Warrant Analysis (1 per site)	0.00	0.00	0.00	0.00	0.00
Soils Data Sheets (provided by ALDOT)	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
ITS					
Systems Engineering	0.00	0.00	0.00	0.00	0.00
Special Study	0.00	0.00	0.00	0.00	0.00
Legend	0.00	0.00	0.00	0.00	0.00
Special Details	0.00	0.00	0.00	0.00	0.00
ITS Layouts	0.00	0.00	0.00	0.00	0.00
Optical Fiber Splice Charts	0.00	0.00	0.00	0.00	0.00
Fiber - Cable Routing Diagram	0.00	0.00	0.00	0.00	0.00
Specifications	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
LIGHTING					
Plan Layout	0.00	0.00	0.00	0.00	0.00
Demo Plans	0.00	0.00	0.00	0.00	0.00
Special Details	0.00	0.00	0.00	0.00	0.00
Soils & Passive Pressure (provided by ALDOT)	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00

ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
UTILITY SHEETS					
Utility Locations (plan/profile)	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
DRAINAGE SECTIONS					
Pipe & Culvert X-Sect./Hydraulic Computation	0.00	0.00	0.00	0.00	0.00
Hydraulic Data Sheet	0.00	0.00	0.00	0.00	0.00
Details	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
SOIL SHEETS					
Soil Boring Logs	0.00	0.00	0.00	0.00	0.00
Soil Profile	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
EROSION CONTROL					
Legend & Sequence	1.00	0.00	0.00	0.10	0.10
Phased Sheets (Phase I)	1.00	0.00	0.00	0.10	0.10
Phased Sheets (Phase II)	1.00	0.00	0.00	0.25	0.25
Phased Sheets (Phase III)	1.00	0.00	0.00	0.10	0.10
CBMPP & NOI	1.00	0.50	0.50	1.00	1.00
	0.00	0.00	0.00	0.00	0.00
ROADWAY CROSS SECTIONS					
Main Roadway	3.00	0.10	0.30	0.50	1.50
Crossroads	0.00	0.00	0.00	0.00	0.00
Earthwork Balancing	1.00	0.10	0.10	0.25	0.25
	0.00	0.00	0.00	0.00	0.00
REVIEW COMMENTS					
30% Review			0.00		0.00
Plan-in-Hand Inspection			1.00		1.00
PS&E Inspection			1.00		1.00
Cost Estimates			1.00		1.00
Design Hearing			0.00		0.00
SUB-TOTAL	31.98		6.00		12.38
10% Supervision			0.60		
TOTALS	31.98		6.00		12.38

<b>Project No.</b> HSIP-0219(250)			
<b>County</b> Baldwin			
<b>Description</b> Construct Offset Left Turn Lanes on FBE at CR 12			
<b>Scope of Work</b> Turn Lane Widening and Signal Modifications			
<b>Project Length</b> 0.30 Miles			
<b>Consultant</b> Burk-Kleinpeter, Inc.			
<b>Fee Proposal (Roadway Plans)</b>			
<b>PERSONNEL COST</b>			
	Man-days x Daily Rate		
Project Manager (10% of Eng.)	0.60	\$ 594.00	\$ 356.40
Engineer	6.00	\$ 362.80	\$ 2,176.80
Engineering Technician/CADD	12.38	\$ 233.84	\$ 2,894.94
Clerical	1.00	\$ 120.00	\$ 120.00
<b>Total Direct Labor</b>			\$ 5,548.14
Combined Overhead (%)	180.76		\$ 10,028.82
Out-of-Pocket Expenses**			\$ 334.73
<b>Sub-Total</b>			\$ 15,911.69
Operating Margin (10%)			\$ 1,591.17
<b>Sub-Total</b>			\$ 17,502.86
<b>SUB-CONSULTANTS (attach man-day &amp; fee FROM each sub-consultant; show total fee for each here)</b>			
			\$ -
			\$ -
Subconsultant Administration Expense (5%)			\$ -
<b>Sub-Total</b>			\$ 17,502.86
Facilities Capital Cost of Money (% of Direct Labor)	0.52		\$ 28.85
<b>TOTAL FEE</b>			\$ 17,531.71

\*\*See Grand Total Fee sheet

<b>Project No.</b> HSIP-0219(250)				
<b>County</b> Baldwin				
<b>Description</b> Construct Offset Left Turn Lanes on FBE at CR 12				
<b>Scope of Work</b> Turn Lane Widening and Signal Modifications				
<b>Project Length</b> 0.30 Miles				
<b>Consultant</b> Burk-Kleinpeter, Inc.				
<b>Out-of-pocket Expenses (Roadway Plans)</b>				
<b>TRAVEL COST</b>				
<b>Mileage Cost</b>	<b>Trips</b>	<b>Miles/Trip</b>	<b>\$/Mile</b>	<b>Total</b>
Travel from Orange Beach Office to ALDOT Region Office	3	130	\$0.535	\$ 208.65
	0	0	\$0.535	\$ -
	0	0	\$0.535	\$ -
	0	0	\$0.535	\$ -
<b>Total Mileage Cost</b>				<b>\$ 208.65</b>
<b>Subsistence Cost</b>	<b>Days</b>	<b># People</b>	<b>\$/Day</b>	<b>Total</b>
Travel allowance (6 hour trips)	0	0	\$11.25	\$ -
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -
Travel allowance (overnight)***	0	0	\$75.00	\$ -
				\$ -
<b>Total Subsistence Cost</b>				<b>\$ -</b>
<b>Total Travel Cost</b>				<b>\$ 208.65</b>
<b>PRINTING / REPRODUCTION COST</b>				
<b>Type of printing/reproduction</b>	<b># of Sets</b>	<b>Sheets/Set</b>	<b>Total Sheets</b>	<b>Cost/Sheet</b>
PIH Submittal Half-Size	8	28	224	\$ 0.12
PSE Submittal Half-Size	8	32	256	\$ 0.12
FBC Submittal Half-Size	6	32	192	\$ 0.12
CN Submittal Half-Size	4	32	128	\$ 0.12
OE Submittal Full-Size	1	32	32	\$ 0.94
	0	0	0	\$ -
<b>Total Printing/Reproduction Cost</b>				<b>\$ 126.08</b>
<b>Communication Cost (telephone, fax, etc.)</b>				<b>Total</b>
				<b>\$ -</b>
<b>Postage Cost (overnight, stamps, etc.)</b>				<b>Total</b>
				<b>\$ -</b>
<b>Other (provide description on next line)</b>				<b>Total</b>
				<b>\$ -</b>
<b>Total Out-of-pocket Expenses</b>				<b>\$ 334.73</b>
<b>Comments:</b>				

\*\*\*You must have ALDOT approval for ANY overnight trips of less than 100 miles.

## **SCOPE OF SERVICES**

### **Task 1 – Median Survey**

Hutchinson, Moore & Rauch, LLC (HMR) shall perform the following professional services.

#### **Work Extents**

- Topographic locations will be recorded within the entire median of Foley-Beach Express (FBE), starting 700' south of County Road 12 and going north 850' beyond County Road 12.

#### **As-Built Survey**

- This will include recovering existing property corners around the project site, locating adjacent property and block corners pertinent to establishing the position of the surveyed property within the surrounding area, and reestablishing obliterated corner markers at each end segment of the boundary lines on the surveyed property.
- This will also include a detailed location of all above ground fixed improvements and substantial structures within and/or servicing the property. Such items include, but are not limited to driveways, ponds, ditches, building foot print, visible utilities, and drainage structures.
- Alabama 811 will be contacted to flag underground utilities. HMR will not be responsible for any utility not flagged by the responsible parties contacted by Alabama 811 or other parties not affiliated to the Alabama 811 notification center.

#### **Topographic Survey**

- Topographic features will be recorded in a grid pattern to accumulate vertical data in order to reproduce the existing surface conditions of the project site.
- Topographic data will be shown on the final plat in the form of contour elevations suitable for design work.
- Cross section will be located at intervals of 100 feet, or less, throughout the site.
- Vertical Datum will be referenced to NAVD'88.
- A Vertical Benchmark will be placed on, or conveniently near, the site for future reference by the client.

#### **Deliverable**

- Original copies of the maps signed and sealed by a licensed Professional Land Surveyor will be provided to the client. All work will exceed the requirements set forth within the "Standards of Practice for Land Surveying in the State of Alabama".

Form Revised 7-30-13

Turn Lane Widening and Hutchinson, Moore & Rauch, LLC					Project No. HSIP-0219 (250) County Baldwin Description Construct Offset Left Turn Lanes on FBE at CR 12 Scope of Work Turn Lane Widening and Signal Modifications Project Length 0.30 Miles Consultant Hutchinson, Moore & Rauch, LLC				
<b>FIELD SURVEY</b>					PLS	Crew	Tech/CADD	Clerical	
<b>Based on a 3 Man Crew</b>									
<b>Task A: Mobilization and Basic Control Survey</b>									
A-1 Mobilize/Demobilize					0.00	0.00	0.00	0.00	
A-2 Contact Property Owners					0.00	0.00	0.00	0.00	
A-3 Perform Basic Control Survey					0.00	0.50	0.00	0.00	
A-4 Conduct On-site Inspection					0.50	0.00	0.00	0.00	
					0.00	0.00	0.00	0.00	
					0.00	0.00	0.00	0.00	
<b>Task A Totals</b>					<b>0.50</b>	<b>0.50</b>	<b>0.00</b>	<b>0.00</b>	
<b>Task B: Project Alignment and Profile</b>									
B-1 Run Closure of Basic Control Survey/Prepare Closure Diagram					0.10	0.00	0.00	0.00	
B-2 Establish Centerline/Obtain Ground Profile					0.00	0.00	0.00	0.00	
B-3 Obtain Topographic Data					0.00	1.75	1.00	0.00	
					0.00	0.00	0.00	0.00	
					0.00	0.00	0.00	0.00	
					0.00	0.00	0.00	0.00	
					0.00	0.00	0.00	0.00	
					0.00	0.00	0.00	0.00	
<b>Task B Totals</b>					<b>0.10</b>	<b>1.75</b>	<b>1.00</b>	<b>0.00</b>	
<b>Task C: Supplemental Control Surveys and Data Gathering</b>									
C-1 Traverse Cross-Roads and Railroads					0.00		0.00	0.00	
C-2 Stream Topography & Cross Sections/Complete HYD-100 & 101 Forms					0.00	0.00	0.00	0.00	
C-3 Define Drainage Areas/Prepare Schematic Drainage Map					0.00	0.00	0.00	0.00	
C-4 Obtain Cross-Sections at 20 Meter Intervals and Ground Break Points					0.00	0.00	0.00	0.00	
					0.00	0.00	0.00	0.00	

FIELD SURVEY		PLS	Crew	Tech/CADD	Clerical
<b>Task C Totals</b>		0.00	0.00	0.00	0.00
		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Task D: Utility Surveys, Drainage Sections and Compilation of Data</b>					
D-1	Identify/Locate Utilities	0.15	0.50	0.00	0.00
D-2	Obtain Hydrological Location Survey	0.00		0.00	0.00
D-3	Tie All Available Section Corners & All Available Front Corners of Affected Properties to Project Centerline	0.00	0.00	0.00	0.00
D-4	Obtain Copies of Latest Deeds	0.00	0.00	0.00	0.00
D-5	Set & Reference Pls, PCs, POTs, POCs, & other critical points	0.00	0.00	0.00	0.00
D-6	Reduce Survey Field Notes	0.00	0.00	0.00	0.00
D-7	Submit Work for Review/Sealed Mylar Plot of Accepted Field Map	0.25	0.00	0.00	0.00
		0.00	0.00	0.00	0.00
<b>Task D Totals</b>		<b>0.40</b>	<b>0.50</b>	<b>0.00</b>	<b>0.00</b>
<b>TOTALS</b>		<b>1.00</b>	<b>2.75</b>	<b>1.00</b>	<b>0.00</b>

<b>Project No.</b> HSIP-0219 (250)			
<b>County</b> Baldwin			
<b>Description</b> Construct Offset Left Turn Lanes on FBE at CR 12			
<b>Scope of Work</b> Turn Lane Widening and Signal Modifications			
<b>Project Length</b> 0.30 Miles			
<b>Consultant</b> Hutchinson, Moore & Rauch, LLC			
<b>Fee Proposal (Field Survey)</b>			
<b>PERSONNEL COST</b>			
	Man-days x Daily Rate		
Project Manager (10% of PLS)	0.10	\$ 384.98	\$ 38.50
PLS	1.00	\$ 296.83	\$ 296.83
Survey Crew (see man-day sheet)	2.75	\$ 443.36	\$ 1,219.24
Engineering Technician/CADD	1.00	\$ 224.00	\$ 224.00
Clerical	0.00	\$ 208.88	\$ -
<b>Total Direct Labor</b>			\$ 1,778.57
Combined Overhead (%)	152.55		\$ 2,713.21
Out-of-Pocket Expenses**			\$ -
<b>Sub-Total</b>			<b>\$ 4,491.78</b>
Operating Margin (10%)			\$ 449.18
<b>Sub-Total</b>			<b>\$ 4,940.96</b>
<b>SUB-CONSULTANTS (attach man-day &amp; fee FROM each sub-consultant; show total fee for each here)</b>			
		\$	-
		\$	-
		\$	-
Subconsultant Administration Expense (5%)		\$	-
<b>Sub-Total</b>			<b>\$ 4,940.96</b>
Facilities Capital Cost of Money (% of Direct Labor)	2.51	\$	44.64
<b>TOTAL FEE</b>			<b>\$ 4,985.60</b>

<b>Project No.</b> HSIP-0219 (250)				
<b>County</b> Baldwin				
<b>Description</b> Construct Offset Left Turn Lanes on FBE at CR 12				
<b>Scope of Work</b> Turn Lane Widening and Signal Modifications				
<b>Project Length</b> 0.30 Miles				
<b>Consultant</b> Hutchinson, Moore & Rauch, LLC				
<b>Out-of-pocket Expenses (Field Survey)</b>				
<b>TRAVEL COST</b>				
<b>Mileage Cost</b>	<b>Trips</b>	<b>Miles/Trip</b>	<b>\$/Mile</b>	<b>Total</b>
	0	0	\$0.535	\$ -
	0	0	\$0.535	\$ -
	0	0	\$0.535	\$ -
	0	0	\$0.535	\$ -
<b>Total Mileage Cost</b>				<b>\$ -</b>
<b>Subsistence Cost</b>	<b>Days</b>	<b># People</b>	<b>\$/Day</b>	<b>Total</b>
Travel allowance (6 hour trips)	0	0	\$11.25	\$ -
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -
Travel allowance (overnight)***	0	0	\$75.00	\$ -
				\$ -
<b>Total Subsistence Cost</b>				<b>\$ -</b>
<b>Total Travel Cost</b>				<b>\$ -</b>
<b>PRINTING / REPRODUCTION COST</b>				
<b>Type of printing/reproduction</b>	<b># of Sets</b>	<b>Sheets/Set</b>	<b>Total Sheets</b>	<b>Cost/Sheet</b>
	0	0	0	\$ -
	0	0	0	\$ -
	0	0	0	\$ -
	0	0	0	\$ -
	0	0	0	\$ -
	0	0	0	\$ -
<b>Total Printing/Reproduction Cost</b>				<b>\$ -</b>
<b>Communication Cost (telephone, fax, etc.)</b>				<b>Total</b>
				<b>\$ -</b>
<b>Postage Cost (overnight, stamps, etc.)</b>				<b>Total</b>
				<b>\$ -</b>
<b>Other (provide description on next line)</b>				<b>Total</b>
				<b>\$ -</b>
<b>Total Out-of-pocket Expenses</b>				<b>\$ -</b>
<b>Comments:</b>				

\*\*\*You must have ALDOT approval for ANY overnight trips of less than 100 miles.

# GeoCon

Engineering & Materials Testing, Inc.

October 10, 2018

Burk-Kleinpeter, Inc.  
4751 Main Street, Suite F-212  
Orange Beach, Alabama 36561

Attn: Mr. Charles Weber, P.E.

Re: **Proposal for Soil Survey and Materials Report**  
Proposed Intersection Improvements – "Task 1"  
Foley Beach Express at County Road 12  
Foley, Alabama

Dear Mr. Weber:

GeoCon Engineering & Materials Testing, Inc. is pleased to submit this proposal to provide geotechnical testing and engineering services for the above referenced project. We understand "Task 1" of the requested scope of geotechnical services includes providing a standard Soil Survey and Materials Report for offsetting the in-place turn lanes in the Foley Beach Express median on both the south and north side of the County Road 12 intersection. Our scope of work will meet the requirements of The ALDOT Bureau of Materials and Tests Procedure 390 as it relates to a project of this nature.

## **Proposed Scope of Services**

This proposal is based on four (4) 10 foot deep SPT soil test borings along the proposed new turn lane alignment. Soil laboratory testing will include in-situ moisture content and soil grain size determination to help classify the soils.

The purpose of our investigation will be to determine the subgrade soil conditions in the proposed new pavement area make recommendations regarding site grading, subgrade preparation and pavement design.

The collected soil test boring data and related soil laboratory test data would be evaluated by our engineering staff. A written Soil Survey and Materials Report would be prepared and would include an assessment of the soil and ground water conditions relative to the proposed construction. The geotechnical report would be prepared and signed by a Professional Engineer registered in the state of Alabama.

## **Fee Estimate**

Based on the proposed drilling and sampling, the proposed laboratory testing, and engineering work scope, we can provide geotechnical testing and engineering services for a cost of **\$3,510.**

### **Scheduling**

We could proceed with the drilling and sampling within 2 weeks following your approval of the proposal. We estimate that drilling and sampling would be completed in 1 day, weather permitting, and soil laboratory testing could be completed in an additional 3 days. A completed geotechnical engineering report could be available within 2 weeks following completion of the drilling and sampling.

### **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. To authorize us to provide the proposed geotechnical engineering services based on the above proposed budget, please sign both below and the attached Terms and Conditions Sheet and return a copy to this office for our files. Please feel free to contact our office if you have any questions or if you need any additional information.

Sincerely,

**GeoCon Engineering, Inc.**

  
Jason J. Christian, P.E.  
Geotechnical Engineer

Accepted By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Company: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

# GeoCon Engineering & Materials Testing, Inc.

## Break Down & Unit Fee Schedule of Geotechnical Services

October 10, 2018

Project: Cr 12 at FBE Improvements  
Task 1

<u>ITEM</u>	<u>EST. QUANTITY</u>	<u>UNIT COST</u>	<u>EXTENSION</u>
<b>FIELD WORK - Drilling and Sampling</b>			
A. Mobilization of Equipment and Crew			
1. Track Mounted Rig & Support Vehicle		\$500.00 Lump Sum	\$500.00
B. Soil Test Borings with SPT or CPT			
4      10 ft. borings	40 ft.		
4	40 ft.	\$12.00 per lin. ft.	\$480.00
C. Geotechnical Engineer	6 hrs.	\$125.00 per hr.	\$750.00
D. Engineering Technician (sampling)	6 hrs.	\$55.00 per hr.	\$330.00
<b>Total Field Work</b>			<b>\$2,060.00</b>
<b>LABORATORY TESTING</b>			
A. Soil Sieve Analysis	4 ea.	\$35.00 ea.	\$140.00
B. Atterberg Limits	4 ea.	\$75.00 ea.	\$300.00
<b>Total Lab Testing</b>			<b>\$440.00</b>
<b>ENGINEERING - Analysis and Report</b>			
A. Geotechnical Engineer	6 hrs.	\$125.00 per hr.	\$750.00
B. Staff Professional	2 hrs.	\$75.00 per hr.	\$150.00
C. Clerical	2 hrs.	\$55.00 per hr.	\$110.00
<b>Total Engineering</b>			<b>\$1,010.00</b>
<b>Total Estimated Cost</b>			<b>\$3,510.00</b>

  
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 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.

By Its: \_\_\_\_\_

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

## **ATTACHMENT B**



<b>Project No.</b> COF CR-12 at FBE Intersection Improvements - Task 2			
<b>County</b> Baldwin			
<b>Description</b> Intersection Improvements on CR 12 at FBE			
<b>Scope of Work</b> Widening and Signal Upgrades			
<b>Project Length</b> 0.30 Miles			
<b>Consultant</b> Burk-Kleinpeter, Inc.			
<b>Fee Proposal (Field Survey)</b>			
<b>PERSONNEL COST</b>			
	Man-days x Daily Rate		
Project Manager (10% of PLS)	0.00	\$ 594.00	\$ -
PLS	0.00	\$ -	\$ -
Survey Crew (see man-day sheet)	0.00	\$ -	\$ -
Engineering Technician/CADD	0.00	\$ 233.84	\$ -
Clerical	0.00	\$ 120.00	\$ -
<b>Total Direct Labor</b>			\$ -
Combined Overhead (%)	180.76		\$ -
Out-of-Pocket Expenses**			\$ -
<b>Sub-Total</b>			\$ -
Operating Margin (10%)			\$ -
<b>Sub-Total</b>			\$ -
<b>SUB-CONSULTANTS (attach man-day &amp; fee FROM each sub-consultant; show total fee for each here)</b>			
Hutchinson, Moore & Rauch, LLC		\$	9,659.00
		\$	-
		\$	-
Subconsultant Administration Expense (5%)		\$	482.95
<b>Sub-Total</b>			\$ 10,141.95
Facilities Capital Cost of Money (% of Direct Labor)	0.52	\$	-
<b>TOTAL FEE</b>			\$ 10,141.95

<b>Project Number</b> COF CR-12 at FBE Intersection Improvements - Task 2 <b>County</b> Baldwin <b>Description</b> Intersection Improvements on CR 12 at FBE <b>Scope of work</b> Widening and Signal Upgrades <b>Length</b> 0.30 miles  <b>Consultant</b> Burk-Kleinpeter, Inc.					
ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
TITLE SHEET	1.00	0.00	0.00	0.00	0.00
INDEX SHEET	1.00	0.00	0.00	0.10	0.10
GEOMETRIC LAYOUT/SURVEY CONTROL	1.00	0.10	0.10	0.50	0.50
PROJECT NOTE SHEET (Project)	1.00	0.10	0.10	0.25	0.25
PROJECT NOTE SHEET (TCP)	1.00	0.00	0.00	0.10	0.10
PROJECT NOTE SHEET (Signage)	0.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET (Signals)	1.00	0.10	0.10	0.10	0.10
PROJECT NOTE SHEET (ITS)	0.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET (Lighting)	0.00	0.00	0.00	0.00	0.00
PROJECT NOTE SHEET (Traffic Loops)	0.00	0.00	0.00	0.00	0.00
PLANS LEGEND & ABBREVIATIONS	1.00	0.00	0.00	0.00	0.00
<b>TYPICAL SECTIONS</b>					
Main Roadway	2.00	0.10	0.20	0.50	1.00
Cross Roads	2.00	0.10	0.20	0.50	1.00
Detour & Misc.	0.00	0.00	0.00	0.00	0.00
Ramps	0.00	0.00	0.00	0.00	0.00
Ditches	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
<b>SUMMARY SHEET</b>					
Main Summary	1.00	0.10	0.10	0.50	0.50
<b>SUMMARY BOX SHEETS</b>					
Roadway Drainage (non-culvert)	0.33	0.50	0.17	1.00	0.33
Culvert Extension, New Culvert	0.00	0.00	0.00	0.00	0.00
Bridge Culvert Extension, New Bridge Culvert	0.00	0.00	0.00	0.00	0.00
Guardrail/End Anchors	0.00	0.00	0.00	0.00	0.00
Slope Paving (Under Bridges)	0.00	0.00	0.00	0.00	0.00
Side Drain Pipe	0.33	0.00	0.00	1.00	0.33
Signing	0.33	0.00	0.00	1.00	0.33
Base & Pavement	0.33	0.00	0.00	1.00	0.33
Bridge	0.00	0.00	0.00	0.00	0.00
Striping & Pavement Markings	0.33	0.00	0.00	1.00	0.33
Curb & Gutter	0.00	0.00	0.00	0.00	0.00
Bridge End Slabs	0.00	0.00	0.00	0.00	0.00
Roadway Lighting	0.00	0.00	0.00	0.00	0.00
Signals	0.50	1.00	0.50	0.50	0.25
ITS	0.00	0.00	0.00	0.00	0.00
Sidewalk	0.00	0.00	0.00	0.00	0.00
Slope Paving (Ditches)/Ditch Summary	0.33	0.00	0.00	1.00	0.33
Concrete Safety Barrier	0.00	0.00	0.00	0.00	0.00
Retaining Wall	0.00	0.00	0.00	0.00	0.00
Misc. Boxes	0.00	0.00	0.00	0.00	0.00
Erosion Control	0.33	0.00	0.00	0.50	0.17
Removal Items	0.33	0.00	0.00	0.50	0.17
Utility Relocation	0.50	0.50	0.25	1.00	0.50
	0.00	0.00	0.00	0.00	0.00
<b>PLAN &amp; PROFILE</b>					
Main Roadway	2.00	0.50	1.00	0.50	1.00
Crossroads	2.00	0.50	1.00	0.50	1.00
Detours	0.00	0.00	0.00	0.00	0.00
Retaining Walls	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00

ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
PAVING LAYOUT (includes striping)					
Main Roadway	1.00	0.10	0.10	0.50	0.50
Crossroads	1.00	0.10	0.10	0.50	0.50
Intersections	1.00	0.10	0.10	0.50	0.50
	0.00	0.00	0.00	0.00	0.00
INTERCHANGES					
Geometrics	0.00	0.00	0.00	0.00	0.00
Ramps Profiles	0.00	0.00	0.00	0.00	0.00
Site Grading	0.00	0.00	0.00	0.00	0.00
Cross Sections	0.00	0.00	0.00	0.00	0.00
Signing	0.00	0.00	0.00	0.00	0.00
Ramp Gore Details	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
TRAFFIC CONTROL					
Sequence of Construction	1.00	0.25	0.25	0.50	0.50
Summary & Items	1.00	0.00	0.00	0.25	0.25
Typical Section Sketches	1.00	0.10	0.10	0.50	0.50
Layout Sheets (signs, devices, shifts, etc.)	6.00	0.00	0.00	0.50	3.00
Special Drawings	3.00	0.00	0.00	0.25	0.75
	0.00	0.00	0.00	0.00	0.00
SIGNING					
Sign Layout	3.00	0.10	0.30	0.25	0.75
Sign X-Section	0.00	0.00	0.00	0.00	0.00
Sign Panel Details	0.00	0.00	0.00	0.00	0.00
Soils Data Sheets (provided by ALDOT)	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
SIGNALIZATION					
Signal Layout and Traffic Analysis (1 per site)	1.00	5.00	5.00	4.00	4.00
Traffic Counts (1 per site)	0.00	0.00	0.00	0.00	0.00
Signal Warrant Analysis (1 per site)	0.00	0.00	0.00	0.00	0.00
Soils Data Sheets (provided by Consultant)	1.00	0.00	0.00	0.10	0.10
	0.00	0.00	0.00	0.00	0.00
ITS					
Systems Engineering	0.00	0.00	0.00	0.00	0.00
Special Study	0.00	0.00	0.00	0.00	0.00
Legend	0.00	0.00	0.00	0.00	0.00
Special Details	0.00	0.00	0.00	0.00	0.00
ITS Layouts	0.00	0.00	0.00	0.00	0.00
Optical Fiber Splice Charts	0.00	0.00	0.00	0.00	0.00
Fiber - Cable Routing Diagram	0.00	0.00	0.00	0.00	0.00
Specifications	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
LIGHTING					
Plan Layout	0.00	0.00	0.00	0.00	0.00
Demo Plans	0.00	0.00	0.00	0.00	0.00
Special Details	0.00	0.00	0.00	0.00	0.00
Soils & Passive Pressure (provided by ALDOT)	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00

ROADWAY PLANS SHEET TITLE	NO OF SHEETS	ESTIMATED MAN-DAYS			
		ENGINEER		TECHNICIAN	
		SHEET	TOTAL	SHEET	TOTAL
UTILITY SHEETS					
Utility Locations (plan/profile)	4.00	0.10	0.40	0.50	2.00
	0.00	0.00	0.00	0.00	0.00
DRAINAGE SECTIONS					
Pipe & Culvert X-Sect./Hydraulic Computation	4.00	0.50	2.00	0.50	2.00
Hydraulic Data Sheet	1.00	0.10	0.10	1.00	1.00
Details	1.00	0.10	0.10	0.50	0.50
	0.00	0.00	0.00	0.00	0.00
SOIL SHEETS					
Soil Boring Logs	2.00	0.00	0.00	0.10	0.20
Soil Profile	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
EROSION CONTROL					
Legend & Sequence	1.00	0.00	0.00	0.10	0.10
Phased Sheets (Phase I)	1.00	0.00	0.00	0.10	0.10
Phased Sheets (Phase II)	1.00	0.10	0.10	0.50	0.50
Phased Sheets (Phase III)	1.00	0.00	0.00	0.10	0.10
CBMPP & NOI	1.00	1.00	1.00	1.00	1.00
	0.00	0.00	0.00	0.00	0.00
ROADWAY CROSS SECTIONS					
Main Roadway	10.00	0.10	1.00	0.25	2.50
Crossroads	0.00	0.00	0.00	0.00	0.00
Earthwork Balancing	1.00	0.10	0.10	0.50	0.50
	0.00	0.00	0.00	0.00	0.00
REVIEW COMMENTS					
30% Review			0.00		0.00
Plan-in-Hand Inspection			1.00		0.00
PS&E Inspection			1.00		0.00
Cost Estimates			0.50		1.00
Design Hearing			0.00		0.00
SUB-TOTAL	67.64		16.97		31.47
10% Supervision			1.70		
TOTALS	67.64		16.97		31.47

<b>Project No.</b> COF CR-12 at FBE Intersection Improvements - Task 2			
<b>County</b> Baldwin			
<b>Description</b> Intersection Improvements on CR 12 at FBE			
<b>Scope of Work</b> Widening and Signal Upgrades			
<b>Project Length</b> 0.30 Miles			
<b>Consultant</b> Burk-Kleinpeter, Inc.			
<b>Fee Proposal (Roadway Plans)</b>			
<b>PERSONNEL COST</b>			
	Man-days x Daily Rate		
Project Manager (10% of Eng.)	1.70	\$ 594.00	\$ 1,009.80
Engineer	16.97	\$ 362.80	\$ 6,156.72
Engineering Technician/CADD	31.47	\$ 233.84	\$ 7,358.94
Clerical	1.00	\$ 120.00	\$ 120.00
<b>Total Direct Labor</b>			\$ 14,645.46
Combined Overhead (%)	180.76		\$ 26,473.13
Out-of-Pocket Expenses**			\$ 142.32
<b>Sub-Total</b>			\$ 41,260.91
Operating Margin (10%)			\$ 4,126.09
<b>Sub-Total</b>			\$ 45,387.00
<b>SUB-CONSULTANTS (attach man-day &amp; fee FROM each sub-consultant; show total fee for each here)</b>			
		\$	-
		\$	-
Subconsultant Administration Expense (5%)		\$	-
<b>Sub-Total</b>			\$ 45,387.00
Facilities Capital Cost of Money (% of Direct Labor)	0.52		\$ 76.16
<b>TOTAL FEE</b>			\$ 45,463.16

\*\*See Grand Total Fee sheet

<b>Project No.</b> COF CR-12 at FBE Intersection Improvements - Task 2					
<b>County</b> Baldwin					
<b>Description</b> Intersection Improvements on CR 12 at FBE					
<b>Scope of Work</b> Widening and Signal Upgrades					
<b>Project Length</b> 0.30 Miles					
<b>Consultant</b> Burk-Kleinpeter, Inc.					
<b>Out-of-pocket Expenses (Roadway Plans)</b>					
<b>TRAVEL COST</b>					
Mileage Cost	Trips	Miles/Trip	\$/Mile	Total	
	0	0	\$0.535	\$ -	
	0	0	\$0.535	\$ -	
	0	0	\$0.535	\$ -	
	0	0	\$0.535	\$ -	
<b>Total Mileage Cost</b>				\$ -	
Subsistence Cost	Days	# People	\$/Day	Total	
Travel allowance (6 hour trips)	0	0	\$11.25	\$ -	
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -	
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -	
Travel allowance (overnight)***	0	0	\$75.00	\$ -	
				\$ -	
<b>Total Subsistence Cost</b>				\$ -	
<b>Total Travel Cost</b>				\$ -	
<b>PRINTING / REPRODUCTION COST</b>					
Type of printing/reproduction	# of Sets	Sheets/Set	Total Sheets	Cost/Sheet	Total
PIH Submittal Half-Size	8	32	256	\$ 0.12	\$ 30.72
PSE Submittal Half-Size	8	36	288	\$ 0.12	\$ 34.56
FBC Submittal Half-Size	6	36	216	\$ 0.12	\$ 25.92
CN Submittal Half-Size	4	36	144	\$ 0.12	\$ 17.28
OE Submittal Full-Size	1	36	36	\$ 0.94	\$ 33.84
	0	0	0	\$ -	\$ -
<b>Total Printing/Reproduction Cost</b>					\$ 142.32
<b>Communication Cost (telephone, fax, etc.)</b>	<b>Total</b>				
	\$ -				
<b>Postage Cost (overnight, stamps, etc.)</b>	<b>Total</b>				
	\$ -				
<b>Other (provide description on next line)</b>	<b>Total</b>				
	\$ -				
<b>Total Out-of-pocket Expenses</b>	<b>\$ 142.32</b>				

\*\*\*You must have ALDOT approval for ANY overnight trips of less than 100 miles.

## **SCOPE OF SERVICES**

### **Task 2 – Full Intersection Survey**

Hutchinson, Moore & Rauch, LLC (HMR) shall perform the following professional services.

#### **Work Extents**

- Topographic locations will be recorded within the following areas along Foley-Beach Express (FBE) and County Road 12 (CR 12):
  - o From the intersection of CR 12, topo 1,230 feet south along the westerly R/W of FBE from the east edge of pavement to the west R/W.
  - o From the intersection of CR 12, topo 700 feet south along the easterly R/W of FBE from the west edge of pavement to the east R/W.
  - o From the intersection of CR 12, topo 1,200 feet north along the easterly R/W of FBE from the west edge of pavement to the east R/W.
  - o From the intersection of CR 12, topo 850 feet north along the westerly R/W of FBE from the west edge of pavement to the west R/W.
  - o From the intersection of FBE, topo 900 feet north along CR 12 to 25 feet beyond the east and west R/W.
  - o From the intersection of FBE, topo 900 feet south along CR 12 to 25 feet beyond the east and west R/W.

#### **As-Built Survey**

- This will include recovering existing property corners around the project site, locating adjacent property and block corners pertinent to establishing the position of the surveyed property within the surrounding area, and reestablishing obliterated corner markers at each end segment of the boundary lines on the surveyed property.
- This will also include a detailed location of all above ground fixed improvements and substantial structures within and/or servicing the property. Such items include, but are not limited to driveways, ponds, ditches, building foot print, visible utilities, and drainage structures.
- Alabama 811 will be contacted to flag underground utilities. HMR will not be responsible for any utility not flagged by the responsible parties contacted by Alabama 811 or other parties not affiliated to the Alabama 811 notification center.

#### **Topographic Survey**

- Topographic features will be recorded in a grid pattern to accumulate vertical data in order to reproduce the existing surface conditions of the project site.
- Topographic data will be shown on the final plat in the form of contour elevations suitable for design work.
- Cross section will be located at intervals of 100 feet, or less, throughout the site.
- Vertical Datum will be referenced to NAVD'88.
- A Vertical Benchmark will be placed on, or conveniently near, the site for future reference by the client.

#### **Deliverable**

- Original copies of the maps signed and sealed by a licensed Professional Land Surveyor will be provided to the client. All work will exceed the requirements set forth within the "Standards of Practice for Land Surveying in the State of Alabama".

Initials\_\_\_\_\_



Turn Lane Widening and 0.85  <b>Task 2</b> <b>Task 2</b> <b>Hutchinson, Moore &amp; Rauch, LLC</b>		<b>Project No.</b> HSIP-0219 (250)			
		<b>County</b> Baldwin			
		<b>Description</b> Construct Offset Left Turn Lanes on FBE at CR 12			
		<b>Scope of Work</b> Turn Lane Widening and Signal Modifications			
		<b>Project Length</b> 0.85 Miles			
		<b>Consultant</b> Hutchinson, Moore & Rauch, LLC			

  

FIELD SURVEY		PLS	Crew	Tech/CADD	Clerical
Based on a <b>3</b> Man Crew					
<b>Task A: Mobilization and Basic Control Survey</b>					
A-1 Mobilize/Demobilize		0.00	0.00	0.00	0.00
A-2 Contact Property Owners		0.00	0.00	0.00	0.00
A-3 Perform Basic Control Survey		0.00	0.50	0.00	0.00
A-4 Conduct On-site Inspection		0.50	0.00	0.00	0.00
		0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00
<b>Task A Totals</b>		<b>0.50</b>	<b>0.50</b>		<b>0.00</b>
<b>Task B: Project Alignment and Profile</b>					
B-1 Run Closure of Basic Control Survey/Prepare Closure Diagram		0.10	0.25	0.00	0.00
B-2 Establish Centerline/Obtain Ground Profile		0.00	0.00	0.00	0.00
B-3 Obtain Topographic Data		0.00	4.00	2.50	0.00
		0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00
<b>Task B Totals</b>		<b>0.10</b>	<b>4.25</b>	<b>2.50</b>	<b>0.00</b>
<b>Task C: Supplemental Control Surveys and Data Gathering</b>					
C-1 Traverse Cross-Roads and Railroads		0.00	0.25	0.00	0.00
C-2 Stream Topography & Cross Sections/Complete HYD-100 & 101 Forms		0.00	0.00	0.00	0.00
C-3 Define Drainage Areas/Prepare Schematic Drainage Map		0.00	0.00	0.00	0.00
C-4 Obtain Cross-Sections at 20 Meter Intervals and Ground Break Points		0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00

FIELD SURVEY				
	PLS	Crew	Tech/CADD	Clerical
	0.00	0.00	0.00	0.00
<b>Task C Totals</b>	<b>0.00</b>	<b>0.25</b>	<b>0.00</b>	<b>0.00</b>
<b>Task D: Utility Surveys, Drainage Sections and Compilation of Data</b>				
D-1 Identify/Locate Utilities	0.15	0.50	0.50	0.00
D-2 Obtain Hydrological Location Survey	0.00		0.00	0.00
D-3 Tie All Available Section Corners & All Available Front Corners of Affected Properties to Project Centerline	0.00	0.00	0.00	0.00
D-4 Obtain Copies of Latest Deeds	0.00	0.00	0.00	0.00
D-5 Set & Reference Pls, PCs, POTs, POCs, & other critical points	0.00	0.00	0.00	0.00
D-6 Reduce Survey Field Notes	0.00	0.00	0.00	0.00
D-7 Submit Work for Review/Sealed Mylar Plot of Accepted Field Map	0.25	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00
<b>Task D Totals</b>	<b>0.40</b>	<b>0.50</b>	<b>0.50</b>	<b>0.00</b>
<b>TOTALS</b>	<b>1.00</b>	<b>5.50</b>	<b>3.00</b>	<b>0.00</b>

<b>Project No.</b>	HSIP-0219 (250)		
<b>County</b>	Baldwin		
<b>Description</b>	Construct Offset Left Turn Lanes on FBE at CR 12		
<b>Scope of Work</b>	Turn Lane Widening and Signal Modifications		
<b>Project Length</b>	0.85 Miles		
<b>Task 2</b>	Task 2		
<b>Consultant</b>	Hutchinson, Moore & Rauch, LLC		
<b>Fee Proposal (Field Survey)</b>			
<b>PERSONNEL COST</b>			
	Man-days	x	Daily Rate
Project Manager (10% of PLS)	0.10	\$	384.98 \$ 38.50
PLS	1.00	\$	296.83 \$ 296.83
Survey Crew (see man-day sheet)	5.50	\$	443.36 \$ 2,438.48
Engineering Technician/CADD	3.00	\$	224.00 \$ 672.00
Clerical	0.00	\$	208.88 \$ -
<b>Total Direct Labor</b>			\$ 3,445.81
Combined Overhead (%)	152.55		\$ 5,256.58
Out-of-Pocket Expenses**			\$ -
<b>Sub-Total</b>			<b>\$ 8,702.39</b>
Operating Margin (10%)			\$ 870.24
<b>Sub-Total</b>			<b>\$ 9,572.63</b>
<b>SUB-CONSULTANTS (attach man-day &amp; fee FROM each sub-consultant; show total fee for each here)</b>			
		\$	-
		\$	-
		\$	-
Subconsultant Administration Expense (5%)		\$	-
<b>Sub-Total</b>			<b>\$ 9,572.63</b>
Facilities Capital Cost of Money (% of Direct Labor)	2.51	\$	86.49
<b>TOTAL FEE</b>			<b>\$ 9,659.12</b>

<b>Project No.</b> HSIP-0219 (250)				
<b>County</b> Baldwin				
<b>Description</b> Construct Offset Left Turn Lanes on FBE at CR 12				
<b>Scope of Work</b> Turn Lane Widening and Signal Modifications				
<b>Project Length</b> 0.85 Miles				
<b>Task 2</b>				
<b>Consultant</b> Hutchinson, Moore & Rauch, LLC				
<b>Out-of-pocket Expenses (Field Survey)</b>				
<b>TRAVEL COST</b>				
<b>Mileage Cost</b>	<b>Trips</b>	<b>Miles/Trip</b>	<b>\$/Mile</b>	<b>Total</b>
	0	0	\$0.535	\$ -
	0	0	\$0.535	\$ -
	0	0	\$0.535	\$ -
	0	0	\$0.535	\$ -
<b>Total Mileage Cost</b>				<b>\$ -</b>
<b>Subsistence Cost</b>	<b>Days</b>	<b># People</b>	<b>\$/Day</b>	<b>Total</b>
Travel allowance (6 hour trips)	0	0	\$11.25	\$ -
Travel allowance (12 hour trips - meal provided by others)	0	0	\$20.00	\$ -
Travel allowance (12 hour trips)	0	0	\$30.00	\$ -
Travel allowance (overnight)***	0	0	\$75.00	\$ -
				\$ -
<b>Total Subsistence Cost</b>				<b>\$ -</b>
<b>Total Travel Cost</b>				<b>\$ -</b>
<b>PRINTING / REPRODUCTION COST</b>				
<b>Type of printing/reproduction</b>	<b># of Sets</b>	<b>Sheets/Set</b>	<b>Total Sheets</b>	<b>Cost/Sheet</b>
	0	0	0	\$ -
	0	0	0	\$ -
	0	0	0	\$ -
	0	0	0	\$ -
	0	0	0	\$ -
	0	0	0	\$ -
<b>Total Printing/Reproduction Cost</b>				<b>\$ -</b>
<b>Communication Cost (telephone, fax, etc.)</b>				<b>Total</b>
				<b>\$ -</b>
<b>Postage Cost (overnight, stamps, etc.)</b>				<b>Total</b>
				<b>\$ -</b>
<b>Other (provide description on next line)</b>				<b>Total</b>
				<b>\$ -</b>
<b>Total Out-of-pocket Expenses</b>				<b>\$ -</b>
<b>Comments:</b>				

\*\*\*You must have ALDOT approval for ANY overnight trips of less than 100 miles.

# GeoCon

Engineering & Materials Testing, Inc.

October 10, 2018

Burk-Kleinpeter, Inc.  
4751 Main Street, Suite F-212  
Orange Beach, Alabama 36561

Attn: Mr. Charles Weber, P.E.

Re: **Proposal for Soil Survey and Materials Report**  
Proposed Intersection Improvements – "Task 2"  
Foley Beach Express at County Road 12  
Foley, Alabama

Dear Mr. Weber:

GeoCon Engineering & Materials Testing, Inc. is pleased to submit this proposal to provide geotechnical testing and engineering services for the above referenced project. We understand "Task 2" of the requested scope of geotechnical services includes providing a standard Soil Survey and Materials Report for adding acceleration and deceleration lanes on the Foley Beach Express and Widening County Road 12 to provided dedicated turn lanes on both approaches. This phase of the project also includes two (2) new mast arm signal structures. Our scope of work will meet the requirements of The ALDOT Bureau of Materials and Tests Procedure 390 as it relates to a project of this nature.

## **Proposed Scope of Services**

This proposal is based on two (2) 30 foot deep SPT soil test borings at the proposed signal structures and eight (8) 10 foot deep SPT soil test borings along the proposed new turn lane alignments. Soil laboratory testing will include in-situ moisture content and soil grain size determination to help classify the soils.

The purpose of our investigation will be to determine the subgrade soil conditions in the proposed new pavement area make recommendations regarding site grading, subgrade preparation and pavement design. A passive pressure diagram for use in sizing the signal foundations will also be provided.

The collected soil test boring data and related soil laboratory test data would be evaluated by our engineering staff. A written Soil Survey and Materials Report would be prepared and would include an assessment of the soil and ground water conditions relative to the proposed construction. The geotechnical report would be prepared and signed by a Professional Engineer registered in the state of Alabama.

### **Fee Estimate**

Based on the proposed drilling and sampling, the proposed laboratory testing, and engineering work scope, we can provide geotechnical testing and engineering services for a cost of **\$6,630**.

### **Scheduling**

We could proceed with the drilling and sampling within 2 weeks following your approval of the proposal. We estimate that drilling and sampling would be completed in 1 day, weather permitting, and soil laboratory testing could be completed in an additional 3 days. A completed geotechnical engineering report could be available within 2 weeks following completion of the drilling and sampling.

### **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. To authorize us to provide the proposed geotechnical engineering services based on the above proposed budget, please sign both below and the attached Terms and Conditions Sheet and return a copy to this office for our files. Please feel free to contact our office if you have any questions or if you need any additional information.

Sincerely,

**GeoCon Engineering, Inc.**



Jason J. Christian, P.E.  
Geotechnical Engineer

Accepted By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Company: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

# GeoCon Engineering & Materials Testing, Inc.

## Break Down & Unit Fee Schedule of Geotechnical Services

October 10, 2018

Project: Cr 12 at FBE Improvements  
Task 2

<u>ITEM</u>	<u>EST. QUANTITY</u>	<u>UNIT COST</u>	<u>EXTENSION</u>
<b>FIELD WORK - Drilling and Sampling</b>			
A. Mobilization of Equipment and Crew			
1. Track Mounted Rig & Support Vehicle		\$500.00 Lump Sum	\$500.00
B. Soil Test Borings with SPT or CPT			
2    30 ft. borings	60 ft.		
8    10 ft. borings	80 ft.		
10	140 ft.	\$12.00 per lin. ft.	\$1,680.00
C. Geotechnical Engineer	8 hrs.	\$125.00 per hr.	\$1,000.00
D. Engineering Technician (sampling)	16 hrs.	\$55.00 per hr.	\$880.00
E. Asphalt Cores CR-12 (2 cores)	1 LS	\$500.00 LS	\$500.00

<b>Total Field Work</b>	<b>\$4,560.00</b>
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### LABORATORY TESTING

A. Soil Sieve Analysis	6 ea.	\$35.00 ea.	\$210.00
B. Atterberg Limits	6 ea.	\$75.00 ea.	\$450.00

<b>Total Lab Testing</b>	<b>\$660.00</b>
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### ENGINEERING - Analysis and Report

A. Geotechnical Engineer	8 hrs.	\$125.00 per hr.	\$1,000.00
B. Staff Professional	4 hrs.	\$75.00 per hr.	\$300.00
C. Clerical	2 hrs.	\$55.00 per hr.	\$110.00

<b>Total Engineering</b>	<b>\$1,410.00</b>
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<b>Total Estimated Cost</b>	<b>\$6,630.00</b>
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\_\_\_\_\_  
**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 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.

By Its: \_\_\_\_\_

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