



April 16, 2024

Ms. June Hamal  
Augusta Engineering and Environmental Services Department  
452 Walker Street, Suite 110,  
Augusta, GA 30901

**Subject:** Proposal for Construction Materials Testing & Special Inspection Services  
Barton Chapel Road  
Richmond County, Georgia  
MC<sup>2</sup> Proposal No. A032407.060\_C

Dear Ms. Hamal,

**MC Squared, LLC. (MC<sup>2</sup>)** is pleased to present this proposal for Construction Materials Testing & Special Inspection Services associated with the Barton Chapel Road Project in Richmond County, Georgia. This proposal outlines the services you requested and our budgetary estimate, per the information provided via e-mail dated March 2024. **The project's finalized construction schedule and completed specifications were not provided to MC<sup>2</sup> during this proposal preparation. Therefore, this estimate is based on MC<sup>2</sup>'s experience with similar projects. In addition, per the provided information, we assumed the total duration of MC<sup>2</sup> services during the construction would be 385 days. MC<sup>2</sup> can revise this estimate once the project construction schedule is available.**

#### **PROJECT AND SITE INFORMATION**

Our understanding of the project is based on reviewing the provided plans and information. The proposed project will consist of 0.208 miles of length of Barton Chapel Road with a small segment of Gordan Highway at the intersection. The following are the anticipated scopes of services.

#### **PROPOSED SERVICES**

##### ***Construction Management***

- Review project drawings, specifications, and contract scope of work.
- Review contracts, schedules, and quality control/quality assurance plans.
- Manage pre-construction and progress meetings: Present agenda, scope, schedule, and conditions applicable to the project.
- Review submittals, RFI's, and communicate with project Stakeholders (Design/ Owner/Contractor) regarding approvals, feedback, and change orders promptly.
- Weekly meetings/conferences with the project stakeholders.
- Keep logs of open and corrected Items for follow-up with the contractor on a resolution to changes and/or corrective measures.

- Engage the owner for items that require a change in design and/or contract provisions.
- Review change orders and manage the approval process.
- Review monthly pay applications and resolve issues with the contractor before payment approval.
- Assist in project closeout by reviewing punch list items with contractors and finalizing documentation before project closeout and release of retainage.

#### ***Construction Materials Testing Services***

- Monitor and document the progress of work daily and schedule construction inspections as required by the project specifications.
- Subgrade evaluation of existing materials: proof-roll and/or bearing capacity evaluation.
- Geotechnical Engineer to provide evaluation and recommendations.
- Monitoring of over-excavation and quantification.
- Backfill monitoring and testing of structural fill.
- Backfill monitoring and testing of pipe backfill on storm drain lines, water lines, and site walls.
- Subgrade inspections of finished grades for pavements and sidewalks on both sides of the roadways.
- Concrete testing on the sidewalk on both sides of the roadways, curbs/gutters, and structures.
- GAB compaction testing and proof-roll testing.
- Asphalt testing.
- Laboratory testing
  - Soil Proctor tests.
  - GAB Proctor tests.

#### **FEE ESTIMATE**

MC<sup>2</sup> will provide the above scope of services for an estimated fee of **\$271,200.00** on a time and materials basis.

Additional work required beyond the scope of services included in this proposal (e.g., additional analyses/testing or other factors beyond MC<sup>2</sup> control) will be invoiced on a time and expense basis and an estimate for efforts will be provided upon request. However, additional work will not be performed without your prior written authorization. Estimates for additional work will be provided upon request.

#### **AUTHORIZATION**

To authorize us to perform these services, we ask that you indicate acceptance of this proposal by your signature in the space provided. Our work will be performed by the attached Standard Agreement Provisions, which should be considered an integral part of this proposal.

MC<sup>2</sup> appreciates being considered for this project and looks forward to working with you. Please do not hesitate to call us if you have any questions.

Sincerely,  
MC Squared, LLC.



Shaban Abousaud  
Project Manager



Prashanth Vaddu, PE  
Regional VP

**Budgetary Fee Estimate: \$271,200.00 (Attachment A)**

AUTHORIZED BY:	INVOICE TO:
Signature	Firm
Name	Address
Title	
Date	Attention

**Attachments:**

- 1- Schedule of Services and Fees
- 2- Standard Agreement Provisions



**Construction Materials Testing and Special Inspections**  
**Barton Chapel Road**  
**Augusta, GA**  
**MC² Proposal No. A032407.060\_C**

DESCRIPTION OF SERVICES	QUANTITY X UNIT PRICE	COST (\$)
<b>ITEM 1 - Construction Materials Testing Services:</b> <ul style="list-style-type: none"> <li>- Attendance of weekly site meetings</li> <li>- Subgrade evaluations</li> <li>- Soil backfill monitoring</li> <li>- Soil backfill compaction testing</li> <li>- Bearing capacity evaluation</li> <li>- GAB testing</li> <li>- Nuclear gauge density testing</li> <li>- Asphalt temperature determination</li> </ul>	4 hrs/day x 385 days x <b>\$63/hr</b>	\$ 97,020.00
<b>ITEM 2 - Staff Engineer &amp; Professional Engineers:</b> <ul style="list-style-type: none"> <li>- Field Staff engineer for documentation of construction activities</li> <li>- Project Manager (Monthly Meetings 9 hrs, weekly report review)</li> </ul>	4 hrs/day x 385 days x <b>\$86/hr</b> 2hrs/week x 55 weeks x <b>\$120/hr</b>	\$ 159,680.00
<b>ITEM 3 - Laboratory Testing for Soil / Asphalt</b> <ul style="list-style-type: none"> <li>- Soil standard and modified proctors</li> <li>- Gradations</li> <li>- Atterberg limits</li> <li>- Asphalt Specific Gravity testing</li> </ul>	LUMP SUM	\$ 2,500.00
<b>ITEM 4 - Laboratory Testing for Concrete Cylinders</b> <ul style="list-style-type: none"> <li>- Concrete cylinder pick-up and transportation to lab</li> <li>- Compressive strength testing</li> </ul>	LUMP SUM	\$ 12,000.00
	<b>Estimate Maximum Fee:</b>	<b>\$ 271,200.00</b>

**Notes:**

- 1-Hourly rate includes direct expense costs (such as a vehicle, phone, per diem, lodging, etc). There will be no separate pay item for these and other incidental items.
- 2-Assigned work will be performed per the issued Task Order. Each Task Order will be contracted based on the specific scope of services for a respective project
- 3-Assigned Inspector must possess required GSWCC and other Certifications to perform required
- 4-Assigned staff shall include GA Licensed Professional Engineer

## **STANDARD AGREEMENT PROVISIONS**

### **SECTION 1 - PERIOD OF PERFORMANCE**

1.1 The CONSULTANT will begin work within ten (10) days after receipt of a fully executed copy of this Agreement; such receipt shall constitute written notice to proceed.

1.2 If the services under this Agreement continue for a period of more than one (1) year from the notice to proceed, the CONSULTANT shall be entitled to negotiate the terms of this Agreement.

1.3 The CONSULTANT shall not be bound under this Agreement if modifications to the terms contained herein are made without the written consent of the CONSULTANT (such consent to be signified by the CONSULTANTS initials next to each modification, and if a fully executed copy hereof is not received from the CLIENT by the CONSULTANT on or before sixty (60) calendar days from the date of execution by the CONSULTANT.

1.4 CONSULTANT shall not be considered in default in performance of its obligation hereunder if performance of such obligations is prevented or delayed by acts of God or government, labor disputes, failure or delay of transportation or by subcontractors, or any other similar cause or causes beyond the reasonable control of CONSULTANT. Time of performance of CONSULTANT'S obligations hereunder shall be extended by the time period reasonably necessary to overcome the effects of such force majeure occurrences.

### **SECTION 2 - METHOD OF PAYMENT AND INVOICING**

2.1 Invoices will be submitted by the CONSULTANT to the CLIENT monthly for services performed and expenses incurred pursuant to this Agreement during the prior month. Payment of such invoice will be due upon presentation. CONSULTANTS standard invoice format shall apply and such format shall be acceptable to CLIENT for payment, unless otherwise agreed to in writing hereunder. Invoices shall be submitted monthly based on a percentage completed for lump sum contracts. On a Time and Materials contract, invoices shall be submitted in accordance with our current professional service fee schedule.

2.2 In the event of any dispute concerning the accuracy of content of any invoice, the CLIENT shall within fifteen (15) days from the date of said invoice, notify CONSULTANTS in writing stating the exact nature and amount of the dispute. Any invoice which is not questioned within fifteen (15) shall be deemed due and payable. In the event an invoice or portion of an invoice is disputed within fifteen (15) days, the CLIENT shall be obligated to pay the undisputed portion of the invoice as set forth in Section 2.1.

2.3 If the client fails to make any payment due the CONSULTANT for services and expenses within sixty (60) days from the date of invoice, the CONSULTANT may, after giving seven (7) days written notice to the CLIENT, apply the retained to the unpaid balance of the account and/or suspend services under this Agreement until the account has been paid in full. There will be a fee charged for suspended work which will be negotiated when work is resumed.

2.4 In the event any invoice or any portion thereof remains unpaid for more than sixty (60) days following the invoice date, the CONSULTANT may, following seven (7) days prior written notice to the CLIENT, initiate legal proceedings to collect the same and recover, in addition to all amounts due and payable, including accrued interest, its reasonable attorney's fees and other expenses related to the proceeding. Such expenses shall include, but shall not be limited to, the cost, determined at the CONSULTANT'S normal hourly billing rates, of the time devoted to such proceeding by its employees, and CLIENT agrees to pay same. In the event of litigation, the parties agree that the law of Georgia shall prevail and that venue shall be in Cobb County.

### **SECTION 3 - REIMBURSABLE EXPENSES**

3.1 CONSULTANT shall be reimbursed for out-of-pocket expenses directly chargeable to the project, at actual cost incurred, plus a 10% carrying charge. Typical reimbursable expenses include travel, lodging, meals when traveling on the CLIENT's behalf, identifiable communication expenses, all reproduction costs, and special accounting expenses not applicable to general overhead.

### **SECTION 4 - ADDITIONAL SERVICES**

4.1 The undertaking by the CONSULTANT to perform professional services defined within this Agreement extends only to those services specifically described herein. If upon request of the CLIENT, the CONSULTANT agrees to perform additional services hereunder, the CLIENT shall be obligated to pay the CONSULTANT for the performance of such additional services an amount (in addition to all other amounts payable under this Agreement) based on an hourly fee in accordance with CONSULTANT's then current professional fee schedule, plus reimbursable expenses to incurred by the CONSULTANT, unless a lump sum addendum to Agreement is executed by the parties to this Agreement which addresses the additional services.

4.2 Additional services shall include revisions to work previously performed that are required because of a change in the data or criteria furnished to the CONSULTANT, or a change in the scope or concept of the project initiated by the CLIENT, or services that are required by changes in the requirements of public agencies, after work under this Agreement has commenced.

### **SECTION 5 - RE-USE OF DOCUMENTS**

5.1 All original documents including, but not limited to, drawings, sketches, specifications, instructions, maps, as-built drawings, reports, test reports, etc., that result from the CONSULTANT's services pursuant to or under this Agreement remain the sole property of the CONSULTANT and are not intended or represented to be suitable for re-use by CLIENT or others.

5.2 The CLIENT may, at his expense, obtain a set of reproducible copies of any maps and/or drawings prepared for him by the CONSULTANT, in consideration of which the CLIENT agrees that no additions, deletions, changes or revisions shall be made to same without the express written consent of the CONSULTANT. Any re-use without written verification of adaptation by the CONSULTANT mandates that the CLIENT indemnify and hold the CONSULTANT harmless from all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting therefrom.

5.3 Photographs of any completed project embodying the services of the CONSULTANT provided hereunder may be made by the CONSULTANT and shall be considered as its property, and may be used for publication.

### **SECTION 6 - TERMINATION**

6.1 This Agreement may be terminated by either party upon seven (7) days written notice in the event of the substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. For the purposes of this Agreement, the failure to pay any invoice submitted by CONSULTANT within sixty (60) days of the date of said invoice, shall be considered a substantial failure on behalf of the CLIENT. In the event of any termination, CONSULTANT shall be paid for all services rendered to the date of termination including all reimbursable expenses.

## **SECTION 7 - CLIENT'S OBLIGATIONS**

7.1 The CLIENT shall provide CONSULTANT with all data, studies, surveys, plats, and all other pertinent information concerning the project.

7.2 The CLIENT shall designate a person to act with authority on CLIENT's behalf with respect to all aspects of the project.

7.3 The CLIENT shall be responsible for all processing fees or assessments required for the completion of the Project.

7.4 The CLIENT shall provide CONSULTANT access to the Project site at reasonable times upon reasonable notice.

## **SECTION 8 - PERSONS BOUND BY AGREEMENT**

8.1 The persons bound by this Agreement are the CONSULTANT and the CLIENT and their respective partners, successors, heirs, executors, administrators, assigns, and other legal representatives.

8.2 This Agreement and any interest associated with this Agreement may not be assigned, sublet, or transferred by either party without the prior written consent of the other party, such consent not to be unreasonably withheld. Nothing contained herein shall be construed to prevent CONSULTANT from employing such independent consultants, associates, and subcontractors as CONSULTANT may deem appropriate to assist in the performance of the services hereunder.

8.3 Nothing herein shall be construed to give any rights or benefits arising from this Agreement to anyone other than CONSULTANT and CLIENT.

## **SECTION 9 - LIABILITY**

9.1 The CONSULTANT is protected by Workman's Compensation Insurance, Professional Liability Insurance, and by Public Liability Insurance for bodily injury and property damage and will furnish certificates of insurance upon request. The CONSULTANT agrees to hold the CLIENT harmless from loss, damage, injury or liability arising directly from the negligent acts or omission of the CONSULTANT, its employees, agency, subcontractors and their employees or agents, but only to the extent that the same is actually covered and paid for under the foregoing policies of insurance. If the CLIENT requires increased insurance coverage, the CONSULTANT will, if specifically directed by the CLIENT, secure additional insurance, if obtained at the CLIENT's expense.

## **SECTION 10 - LIMITATION OF LIABILITY**

10.1 CLIENT agrees that CONSULTANT's aggregate liability to CLIENT and all construction and professional contractors and subcontractors employed directly or indirectly by CLIENT on the Project, due to or arising from CONSULTANT's services under this agreement or because of the relation hereby of CONSULTANT, its agents, employees or subcontractors, or otherwise is and shall be limited to CONSULTANT's total fees under this Agreement, or Fifty Thousand Dollars (\$50,000.00) whichever is greater. In no event shall CONSULTANT be liable for any indirect, special, or consequential loss or damage arising out of services hereunder including, but not limited to, loss of use, loss of profit, or business interruption whether caused by the negligence of the CONSULTANT or otherwise.

10.2 **EXCLUSION of Liability for Matters Relating to Pollution:** CLIENT agrees that CONSULTANT shall have no liability to CLIENT, or to any person or entity employed directly or indirectly by CLIENT on the project for damages of any kind from services rendered by CONSULTANT relating to the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing of pollutants, whether caused by the negligence of CONSULTANT.

## **SECTION 11 - EXPENSE OF LITIGATION**

11.1 In the event litigation in any way related to the services performed hereunder is initiated against the CONSULTANT by the CLIENT, its contractor, or subcontractors, and such litigation concludes with the entry of a final judgement favorable to the CONSULTANT, the CLIENT shall reimburse the CONSULTANT for all of its reasonable attorney's fees and other expenses related to said litigation. Such expenses shall include, but not be limited to, the cost, determined at the CONSULTANT's normal hourly billing rates, of the time devoted to the defense of such litigation by the CONSULTANT's employees, including reasonable attorney's fees at both the trial and appellate levels.

## **SECTION 12 - PROFESSIONAL STANDARDS**

12.1 All work performed by CONSULTANT will be in accordance with industry standards and in accordance with all applicable governmental regulations. However, CONSULTANT does not warrant or represent that any governmental approval will be obtained, only that CONSULTANT will exercise its best efforts to obtain all governmental approvals contemplated under this Agreement.

12.2 Unless the Scope of Services of this Agreement includes an investigation into the applicable land use, zoning, and platting requirements for the Project, CONSULTANT shall proceed on the assumption that the Project as presented by the CLIENT, is in accordance with all applicable governmental regulations.

## **SECTION 13 - OPINIONS OF COST**

13.1 Since the CONSULTANT has no control over the cost of labor, materials, equipment, or services furnished by others, or over methods of determining prices, or over competitive bidding, or market conditions, any and all opinions as to costs rendered hereunder, including, but not limited to, opinions as to the costs of construction and materials, shall be made on the basis of its experience and qualifications and represent its best judgement as an experienced and qualified CONSULTANT, familiar with the construction industry. The CONSULTANT cannot and does not guarantee that proposals, bids, or actual costs will not vary from opinions of probable cost. If, at any time, the CONSULTANT wishes greater assurances as to the amount of any cost, the CLIENT shall employ an independent cost estimator to make such determination. Engineering services required to bring costs within any limitation established by the CLIENT will be paid for as additional services hereunder by the CLIENT.

## **SECTION 14 - GENERAL**

14.1 This agreement shall be governed, construed, and enforced in accordance with the laws of the State of Georgia.

14.2 No waiver by CONSULTANT of any default shall operate as a waiver of any other default or of the same default on a future occasion. No delay, course of dealing or omission on the part of CONSULTANT in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise by CONSULTANT of any right or remedy shall preclude any other or further exercise of any right or remedy.

14.3 This Agreement, including all requests for additional services placed hereunder, expresses the entire understanding and agreement of the parties with reference to the subject matter hereof, and is a complete and exclusive statement of the terms of this Agreement, and no representations or agreements modifying or supplementing the terms of this Agreement shall be valid unless in writing, signed by persons authorized to sign agreements on behalf of both parties.