



January 13, 2023

Ms. Dana West
Senior Project Manager
Robinson Engineering, Ltd.
10045 West Lincoln Highway
Frankfort, Illinois 60423

Subject: Construction Testing and Inspection Services
City of Crest Hill – Watermain Project
Various Streets
Crest Hill, IL 60403
Proposal No. 23-P032

Dear Ms. West:

Geocon Professional Services is pleased to submit this proposal for providing construction materials testing services on the above referenced project. A brief description of our understanding of the project and a discussion of the scope of services to be provided are included in the following paragraphs.

Project Understanding

The project is located in the City of Crest Hill, IL and will consist of watermain improvements.

Scope of Work

Geocon proposes to provide technical personnel to perform the necessary testing and monitoring services in accordance with the project specifications or other applicable guidelines. It is understood that the testing services required for this project may include the following:

- *HMA QC/QA testing and monitoring*
- *Concrete QC/QA testing and monitoring*

Fee Proposal

It is proposed to perform the services on a unit charge basis in accordance with the Proposed Fee Schedule and pursuant to the General Conditions, both of which are enclosed herein and considered part of this proposal. Based on Geocon's previous experience on similar sized projects, it is estimated that the total fee for testing services on this project may be on the order of **\$6,293.00**. The final compensation will depend upon the actual number of laboratory tests performed and technical time expended for this project. Any special equipment or test procedures not included on the fee schedule can be quoted upon request.

Authorization

Geocon will proceed with the work on the basis of written authorization. Please sign in the acceptance block below and return one copy of this proposal for our files.

Should you have any questions regarding this proposal, or if we could be of any other assistance, please feel free to call us at our office. We are looking forward to working with you on this project.

Sincerely

GEOCON PROFESSIONAL SERVICES, LLC



Joe Abu-Bakr

Project Engineer

Ph: 224-587-9185

Email: joe.abu-bakr@geoconcompanies.com



Nick Lococo, P.E.

Senior Engineer

Ph: 708-253-9634

Email: nick.lococo@geoconcompanies.com

Attachments: Proposed Fee Schedule
General Conditions

ACCEPTANCE OF PROPOSAL AND ENCLOSURES

FIRM: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____



Construction Testing Cost Estimate - Proposal No. 23-P032
City of Crest Hill – Watermain Project - January 13, 2023

ITEM 1: Bituminous and Concrete Paving Inspection and Testing

Senior Engineering Technician: Perform Concrete Testing and Asphalt Density Testing for HMA and Concrete Pavement

Estimated Total Hours:	0 days @	8 hrs./day	0.0 Hours	Concrete Curb & Gutter & Sidewalks
	2 days @	4 hrs./day	8.0 Hours	Concrete Curb & Gutter & Sidewalks
	1 days @	8 hrs./day	8.0 Hours	Asphalt and Concrete Paving/Patching
	2 days @	4 hrs./day	8.0 Hours	Asphalt and Concrete Paving/Patching
	5 days		24.0	
	0 days	0.0 hrs/day	0.0 Hours	(Overtime)
			0.0 Hours	

<u>Item</u>	<u>Quantity</u>	<u>Unit Fee</u>	<u>Total</u>
Senior Engineering Technician	24.0 Hours	\$ 137.00	\$ 3,288.00
Senior Engineering Technician-Overtime	0.0 Hours	\$ 205.50	\$ -
Asphalt Core (Gmb), per core	2.0 Cores	\$ 55.00	\$ 110.00
HMA Gyratory Compaction Test (Gmm, Gmb, Voids)	2.0 Tests	\$ 275.00	\$ 550.00
HMA Extraction test	2.0 Tests	\$ 220.00	\$ 440.00
Cylinder Pick-up	2.0 Days	\$ 275.00	\$ 550.00
Trip Charge (incl. mileage, truck charges)	6.0 Trips	\$ 65.00	\$ 390.00
Moisture Density Relationship (Std./Mod. Proctor)	0.0 Each	\$ 225.00	\$ -
Concrete Compression Tests, per cylinder	18.0 Tests	\$ 25.00	\$ 450.00
Project Engineer	3.0 Hours	\$ 144.00	\$ 432.00
Senior Engineer	0.5 Hours	\$ 166.00	\$ 83.00

Total Estimated Cost: \$ 6,293.00

1. All field testing will be billed portal to portal to and from our office with a minimum charge of 4 hrs, including same day cancellations. If onsite testing exceeds 6 hours, it will be billed for a minimum 8 hour day. Full time testing, starting on the sixth consecutive 8 hour day will be billed for onsite time only.
2. Client and or contractor is responsible for providing safe access to all areas needing to be tested and or inspected including manlifts, scaffolds etc.
3. Overtime approved by the Client will be invoiced at 1.5x standard rate for work beyond eight (8) hours/day, work outside the standard 7:00-3:00 shift, and Saturdays. Sundays and Holidays will be 2.0 x standard rates. Sundays and Holidays will be 2.0 x standard rates.
4. Night shift work will be invoiced at 1.25 x standard rate.
5. All fixed hourly labor rates included in GEOCON's proposal that are governed by the Collective Bargaining Agreement (CBA) with Local 150 are subject to automatically increase March 1st of every year based on the % increase included in the governing CBA.
6. Lab testing performed on Saturdays at the request of the client will include an additional lab fee of \$200 per day.
7. Services and fees not listed will be quoted upon request. The above prices include one hard copy of reports distributed as requested and electronic distribution as needed to applicable parties.
8. Invoices will be due within 30 days from the date of issue.

Item 1. Scope of Work. GEOCON Professional Services, LLC (GEOCON) shall perform services in accordance with an "agreement" made with the "client". The agreement consists of GEOCON's proposal, Standard Fee Schedule, and these General Conditions. The "client" is defined as the person or entity requesting and/or authorizing the work, and in doing so, client represents and warrants that he is duly authorized in this role, even if performed on behalf of another party or entity, in which case the other party or entity is also considered as the client. The hiring of GEOCON signifies the acceptance of this proposal and the terms of this agreement.

The fees for services rendered will be billed in accordance with the Standard Fee Schedule; unit rates for services not covered in the Fee Schedule or elsewhere in the agreement can be provided. Any cost estimates stated in this contract shall not be considered as a firm figure unless otherwise specifically stated in this contract. The standard prices proposed for the work are predicated upon the client's acceptance of the conditions and allocations of risks and obligations described in the agreement. The client agrees to impart the terms of this agreement to any third party to whom client releases any part of GEOCON's work. GEOCON shall have no obligations to any party other than those expressed in this agreement. All fixed hourly labor rates included in GEOCON's proposal that are governed by the Collective Bargaining Agreement (CBA) with Local 150 are subject to automatically increase March 1st of every year based on the % increase included in the governing CBA.

Item 2. Site Access. The client will provide for the right-of-access to the work site. In the event the work site is not owned by the client, client represents to GEOCON that all necessary permissions for GEOCON to enter the site and conduct the work have been obtained. While GEOCON shall exercise reasonable care to minimize damage to the property, the client understands that some damage may occur during the normal course of work, that GEOCON has not included in its fee the cost of restoration of damage, and that client will pay for such restoration costs.

Item 3. Personnel Responsibility. The presence of GEOCON field representatives will be for the purpose of providing observation and field testing and does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor (s) for this project should be so advised. The contractor should also be informed that neither the presence of, nor the observation and testing by GEOCON personnel shall excuse the contractor in any way for defects discovered in his work. It is understood that GEOCON will not be responsible for job or site safety of the project. Job and site safety will be the sole responsibility of the contractor unless contracted to others.

Item 4. Observations and Tests. The term "observation" implies only that GEOCON should observe the applicable portions of the work we have agreed to be involved with and perform tests, from which to develop an opinion as to whether the work essentially complies with the job requirements. Client shall cause all tests and observation of the site, materials and work performed by GEOCON or others to be timely and properly performed in accordance with the plans, specifications and contract documents, and GEOCON's recommendations. No claims for loss, damage or injury shall be brought against GEOCON by client or any third party unless all tests and observations have been so performed and unless GEOCON's recommendations have been followed.

Item 5. Accuracy of Test Locations and Elevations. The accuracy and proximity of provided survey control will affect the accuracy of in-situ test location and elevation determinations. Unless otherwise noted, the accuracy of test locations and elevations will be commensurate only with pacing and approximate measurements or estimates.

Item 6. Degree of Certainty of Compliance. With any manufactured product, there are statistical variations in its uniformity, and in the accuracy of tests used to measure its qualities. As compared with other manufactured products, field construction usually has wider fluctuations in both product and test results. Thus, even with very careful observations and testing, it cannot be said that all parts of the product comply with the job requirements. Our proposal is for the Scope of Services requested by our client and as scheduled by the client or client's representative. The degree of certainty for compliance with project specifications is much greater with full-time observation and testing than it is with intermittent observation and testing.

Item 7. Hazardous Materials and Conditions. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the client, or other involved or contacted parties, to advise GEOCON of any known or suspected undocumented fills, hazardous materials, by-products, or constituents, and any known environmental, geologic, and geotechnical conditions, which exist on or near any premises upon which work is to be performed by GEOCON employees or subcontractors or which in any other way may be pertinent to GEOCON's proposed services,

The discovery of unanticipated hazardous materials, or suspected hazardous materials, may require that special and immediate measures be exercised to protect the health and safety of GEOCON site personnel and/or the public. GEOCON may at its option and on the basis of its judgment and opinion, exercise such precautions to complete the project, or terminate further work on the project. In either case, the client will be notified as soon as practically possible, and the client agrees to bear all reasonable and equitable cost adjustments, if any, associated with such measures taken,

Item 8. Reports and Ownership of Documents. GEOCON will furnish three copies of the report to the client. Additional copies will be furnished to the owner or others at the rate specified in the fee schedule. All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by GEOCON as instruments of service, shall remain the property of GEOCON, unless there are other contractual agreements. GEOCON will retain final reports relating to the services performed for a period of 5 years following submission of the report. Client agrees to return upon demand and will not use for any purpose whatsoever all reports and other work furnished to client or his agent which are not paid for.

Item 9. Confidentiality. GEOCON shall hold confidential the business and technical information

obtained or generated in performance of services under this agreement and identified in writing by the client as "confidential". GEOCON shall not disclose such information except if such disclosure is required by governmental statute, ordinance, or regulation; for compliance with professional standards of conduct for public safety, health, and welfare concerns; or for protection of GEOCON against claims or liabilities arising from performance of its services.

The technical and pricing information contained in any report or proposal submitted by GEOCON is to be considered confidential and proprietary and shall not be released or otherwise made available to any third party without the express written consent of GEOCON.

Item 10. Standard of Care. GEOCON will perform the services under this agreement in accordance with generally accepted practice, in a manner consistent with that level of care and skill ordinarily exercised by members of this profession under similar circumstances. No other warranties implied or expressed, in fact or by law, are made or intended in this agreement. The client recognizes that subsurface soil, groundwater and other materials can vary between sampling and testing points and with time, and that the Interpretation of data, and opinions and recommendations made by GEOCON are based solely on obtained data. Such limitations can result in a redirection of conclusions and Interpretations where new or changed information is obtained. GEOCON will not be responsible for the interpretation by others, of data obtained by GEOCON.

Item 11. Limitations of Liability. The client agrees to limit GEOCON's liability to the client and all parties claiming through the client or otherwise claiming reliance on GEOCON's services, allegedly arising from GEOCON's professional acts or errors and omissions, to a sum not to exceed the lesser of GEOCON's fees for the services performed on the project, or \$25,000.00, provided that such claims are not attributable to GEOCON's gross negligence or intentional misconduct. In this latter event, the limit of liability will be increased to \$25,000 less any applicable insurance amount covering alleged damages or claims. In no event shall GEOCON or any other party to this agreement, including parties which may have or claim to have a direct or indirect reliance on GEOCON's services, be liable to the other parties for incidental, indirect, or consequential damages arising from any cause.

Item 12. Insurance and Indemnity. GEOCON represents that they now carry, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over their employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Additionally, insured on a primary and non-contributory basis with respect to the general liability and auto liability coverage only. Waivers of subrogation apply to the general liability, auto liability, and workers compensation in favor of the stated additional insureds. Certificates of insurance can be provided to the client upon written request. GEOCON shall not be responsible for any loss, damage, or liability beyond the insurance limits and conditions. GEOCON agrees to indemnify the client from and save client harmless against any loss, damage, or liability stemming from acts of gross negligence by GEOCON. Except as expressly set forth in Item Nos. 11 and 12, the client agrees to hold GEOCON, its officers, directors, agents, and employees, harmless from any claims, suits or liability including but not limited to attorney fees, costs of settlement and other incidental costs, for personal injury, death, illness, property damage or any other loss, allegedly arising from or related to GEOCON's performance of work.

Item 13. Modification. This agreement and all attachments pursuant to this agreement represent the entire understanding between the parties, and neither the client nor GEOCON may amend or modify any aspect of this contract unless such alterations are reduced to writing and properly executed by the parties hereto. These terms and conditions shall supersede all prior or contemporaneous communications, representations, or agreements, and any provisions expressed or implied in the request for proposal, purchase order, authorization to proceed, or other contradictory provisions, whether written or oral.

Item 14. Termination. This agreement may be terminated by either party upon seven day's prior written notice. In the event of termination, GEOCON shall be compensated by the client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place GEOCON's files in order and/or protect its professional reputation.

Item 15. Payment. Invoices for performed work will be submitted monthly for services rendered the prior month and/or upon completion of said services, payable within 30 days of invoice date. The fees quoted are based upon an expected timely payment. An interest charge of 1.5% per month will be added to delinquent charges; however, GEOCON at its option may terminate its services due to client's failure to pay when due. In the event of termination of services prior to completion, client shall compensate GEOCON for all services performed prior to and for such termination,

Item 16. Sample Disposal. Unless otherwise agreed, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed of thirty (30) days after submission of GEOCON's report.

Item 17. Third Party Reliance. The Services provided are for GEOCON and Client's sole benefit and exclusive use with no third-party beneficiaries intended. Reliance upon the Services and any work product is limited to Client and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, GEOCON will issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return a reasonably acceptable reliance agreement and GEOCON receives an agreed-upon reliance fee.