

January 9, 2024



City of Madison  
100 Hughes Road  
Madison, Alabama 35758

ATTN: Ms. Michelle Dunson  
  
SUBJECT: Proposal for Geotechnical Engineering Study  
Hughes Road Slope Study  
Madison, Alabama  
OMI Proposal No. P-6930

Ladies & Gentlemen:

OMI, Inc. is pleased to present this proposal for additional monitoring of the Hughes Road railroad overpass slope. Preparatory to this proposal, Mr. John Ozier of OMI discussed the project with Ms. Michelle Dunson of The City of Madison Engineering Department. This proposal describes the project information and presents a planned scope of work, fee consideration, and a schedule for performing the work.

### **PROJECT INFORMATION**

OMI performed geotechnical studies on the east side of the southern approach embankment to the Hughes Road railroad overpass. The initial study was OMI Job No. 6722, reported January 6, 2014. At that time, inclinometer pipes were installed and monitored. OMI did not find evidence of slope failure or continued rapid movement and recommended additional monitoring of the slope. We performed additional monitoring and provided updated reports for OMI Job No. 7772, dated December 30, 2016, and for OMI Job No. 6722, dated November 6, 2019, and June 17, 2021.

The area of the apparent slope movement is located less than 300-ft south of the railroad bridge which is about 1,000-ft southeast of the intersection of Hughes Road and Skate Park Drive. Ms. Michelle

Dunson has requested that OMI collect inclinometer readings from the existing inclinometer casings which were installed by OMI in 2013.

### **SCOPE OF SERVICES**

OMI proposes to collect new inclinometer readings and compare the new readings to the previously collected readings. Based on OMI's interpretation of the inclinometer data, OMI will issue a report outlining the findings. The report may include recommendations for repair of the embankment.

If data is insufficient to support recommendations for repairs, the report may include recommendations for further studies such as installation of additional inclinometers, soil test borings, laboratory testing, and/or resistivity imaging.

### **COST ESTIMATE AND SCHEDULE**

OMI, Inc., can provide these services for a fee of \$2,983.00. Other services which are required or requested will be performed in accordance with our standard Fee Schedule. Naturally, additional work will not be performed without proper authorization.

OMI can begin immediately after receipt of written authorization. About two weeks will be required to collect the field data. About five to ten additional working days will be required to provide the written report.

### **AUTHORIZATION**

To authorize OMI, Inc., to provide these services, please execute and return the attached Work Authorization Sheet or issue a purchase order. Please note any special instructions or information such as billing or site access requirements on this Work Authorization Sheet. Also enclosed with



this proposal are General Conditions which discuss such items as right-of-entry, insurance, and invoicing. These Conditions are considered an integral part of this proposal.

\* \* \* \* \*

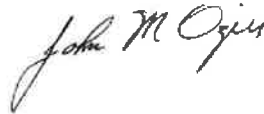
OMI, Inc., appreciates the opportunity to provide this proposal for services to The City of Madison. Please direct any questions regarding this proposal to the undersigned.

Respectfully submitted,

OMI, Inc.



David C. Noe, Ph.D., P.G.  
Staff Professional Geologist



John M. Ozier, P.E.  
Principal Engineer

Distribution via email to: [michelle.dunson@madisonal.gov](mailto:michelle.dunson@madisonal.gov)

Attachments: General Conditions  
Work Authorization Sheet  
Property Access Authorization



GENERAL CONDITIONS

INSURANCE - OMI, Inc. maintains Worker's Compensation and Employer's Liability Insurance in conformance with Alabama state law. In addition, OMI, Inc. maintains General Liability Insurance: limits of liability not less than \$1,000,000 per occurrence, \$2,000,000 aggregate; Automobile Liability Insurance with limits of liability not less than \$1,000,000 combined single limit. A certificate of insurance can be supplied upon request showing cancellation provisions in the policy. No insurance coverage is available for hazardous materials projects. OMI also carries Professional Liability Insurance.

Cost of insurance coverage is included in the fees quoted. If additional coverage or increased limits of liability are required, OMI, Inc. will attempt to obtain the requested insurance. The Client agrees to pay an agreed fee associated with additional coverage or increased limits.

WARRANTY AND LIMITATION OF LIABILITY - The only warranty or guarantee made by OMI, Inc. for the services performed is that OMI, Inc. will use the degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality under similar conditions. No other warranty, expressed or implied, is made or intended by this proposal for consulting services or by oral or written reports. The Client agrees to limit the liability of OMI, Inc., its officers, agents, and employees for any damage on account of any error, omission, or other professional negligence to \$50,000 or the fee, whichever is greater. OMI, Inc. will increase the limits of liability at the Client's written request and after the Client and OMI, Inc. have agreed on additional fees representing the additional insurance.

RIGHT-OF-ENTRY - Unless otherwise agreed, the Client authorizes right-of-entry onto the site for OMI, Inc. to make the planned borings, site observations, and explorations. Reasonable precautions will be taken to minimize damage to the land caused by equipment and activities, but OMI, Inc. has not included in the fee the cost of restoration or damage which may result from our operations. If the Client desires that the land be restored to its former conditions, this must be noted on the work Authorization Sheet and a fee negotiated in advance.

SAMPLING OR TESTING LOCATION - The fees included in this proposal do not include costs associated with surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in reports or shown on sketches are based on specific information furnished by others, or estimates made in the field by OMI, Inc., personnel. All dimensions, depths, or elevations should be considered as approximations unless otherwise stated in the report.

DAMAGE TO EXISTING MAN-MADE OBJECTS - It shall be the responsibility of the Client and Owner or their duly authorized representative to disclose the presence and accurate location of all known, yet obscure man-made objects, including utility lines, that are in the immediate vicinity of field tests or boring locations. OMI, Inc. makes reasonable efforts to locate utilities prior to commencement of work. Field personnel are trained to recognize clearly identifiable stakes or markings in the field, and initiate field testing, drilling, and/or sampling within a few feet of each designated location. If OMI, Inc. is cautioned, advised, or given data in writing that reveal the presence or potential presence of underground or aboveground obstructions, such as utilities, special instructions will be given to the field personnel. Acceptance of this contract indicates agreement of the Client, to the extent permitted by law, to indemnify and hold harmless OMI, Inc. from all claims, suits, losses, personal injuries, death, and property liability resulting in damages to subsurface structures, owned by the Client, landowner or third parties, occurring in the performance of the proposed work, whose presence and exact locations were not revealed in writing, and to reimburse OMI, Inc. for expenses in connection with any such claims, or suits, including reasonable attorney's fees. However, Client is not obligated to defend, indemnify, and hold harmless OMI, Inc., in the event of sole negligence on the part of OMI, Inc. its employees, or agents.

INVOICING PROCEDURES- Invoices will be submitted on a monthly basis and charged to the account referenced on the "Work Authorization Sheet." If OMI, Inc. has proposed to perform services on a unit rate basis, the monthly invoices will be for services performed, charged at the unit rates quoted in the "Fee Schedules" of the proposal. If OMI, Inc. has proposed to perform services on a lump sum basis, the monthly invoices will be a percentage of the total lump sum, based on the percentage of the work completed each month. Client agrees to notify OMI, Inc. within 15 days of the date of the invoice, of any questions, concerns, or desired changes to the invoice.

Payment will be made for the full invoice total within 30 days of the invoice date. All unpaid balances in excess of 30 days are subject to a 1.5 percent monthly service charge (minimum charge \$15.00), compounded each additional 30 days.



GENERAL CONDITIONS (continued)

CHANGED CONDITIONS - The outlined scope of services will be accomplished in a timely, workmanlike, and professional manner. If OMI, Inc. is required to stop operations as a result of changes in the scope of work (such as requests by the owner or requirements of third parties), additional charges will be negotiated.

SAMPLE DISPOSAL AGREEMENT - Unless otherwise requested, test specimens or samples will be disposed of after completion of tests, and drilling samples or specimens will be disposed of upon submission of the written report. Any samples and drilling supplies regarded to contain hazardous or regulated materials will be returned to the Client or disposed of according to government regulations. Any charges associated with such disposal will be charged at cost, plus 15 percent handling fee, to the Client. Test specimens of drilling samples can be stored for a mutually acceptable charge.

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS - Client will notify OMI, Inc. of the existence or possible existence of hazardous materials on or near the project site, that the Client is aware of.

OMI, Inc. and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. OMI, Inc., and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for OMI, Inc. to take immediate measures to protect health and safety. Client agrees to compensate OMI, Inc. for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

Notwithstanding any other provision of the agreement, Client waives any claim against OMI, Inc., and to the maximum extent permitted by law, agrees to defend, indemnify, and save OMI, Inc. harmless from any claim, liability, and/or defense costs for injury or loss arising from the discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of the project and any cost associated with possible reduction of the property's value. However, Client is not obligated to defend, indemnify and hold OMI, Inc. harmless in the event of gross negligence on the part of OMI, Inc., its employees or agents.

AQUIFER CONTAMINATION - Subsurface sampling may result in unavoidable contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading hazardous materials off-site. Because subsurface sampling is a necessary aspect of the work which OMI, Inc. may perform on the Client's behalf, the Client waives any claim against OMI, Inc. and agrees to the extent permitted by law to defend, indemnify and hold OMI, Inc. harmless from any claim or liability for injury or loss which may arise of alleged cross-contamination caused by sampling. The Client further agrees to compensate OMI, Inc. for any time spent or expenses incurred by OMI, Inc. in defense of any such claim, in accordance with OMI, Inc. attached fee schedule and expense reimbursement policy. However, OMI, Inc. will be responsible for cross contamination caused by their sole negligence.

JOINT AND SEVERAL LIABILITY - Client agrees that it would be unfair for OMI, Inc. to be held partly or wholly responsible for damages created directly or indirectly by a hazardous condition. Accordingly, Client waives any claim against OMI, Inc. which OMI, Inc. had nothing whatsoever to do with the creation of the hazardous condition. Accordingly, provided OMI, Inc., its employees, and agent are not negligent, Client waives any claim against OMI, Inc. and agrees to the extent permitted by law to defend, indemnify and hold OMI, Inc. harmless from any claim or liability for injury or loss arising from the condition of Client's premises. Client also agrees to compensate OMI, Inc. for any time spent and expenses incurred by OMI, Inc., in defense of any such claim, with such compensation to be based upon OMI, Inc. attached fee schedule and expense reimbursement policy.

STANDARD OF CARE - Client waives claim against OMI, Inc. and agrees to the extent permitted by law to defend, indemnify and hold OMI, Inc. harmless from any claim or liability for injury or loss that allegedly arises from the inability of OMI, Inc. to provide results superior to those normally attainable through conformance with a professional standard of care. Client further agrees to compensate OMI, Inc. for any time spent or expenses incurred by OMI, Inc. in defense of any such claim, in accordance with the fee schedule and expense reimbursement policy of OMI, Inc.



**WORK AUTHORIZATION SHEET**

The Terms and Conditions of OMI Proposal No. P-6930 dated January 9, 2024, including the General Conditions, are accepted this \_\_\_\_\_ day of January, 2024, by:

City of Madison, Alabama a municipal corporation  
Print or Type individual, firm, or corporate body name

\_\_\_\_\_  
Signature of authorized representative

Paul Finley, Mayor  
Print or Type name of authorized representative and title

**PAYMENT OF CHARGES** (Charge the invoice to the account of):

FIRM: City of Madison, Alabama

ADDRESS: 100 Hughes Road

City: Madison State: AL Zip Code: 35758 Phone No. 256-772-5640

ATTN: Roger Bellomy TITLE: Director of Finance

**APPROVAL OF CHARGES** (If the invoice is to be mailed for approval to someone other than the account charged, please indicate where to mail the invoice):

FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Phone No. \_\_\_\_\_

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

**PROPERTY OWNER** (If other than above):

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Phone No. \_\_\_\_\_

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

**SPECIAL INSTRUCTIONS** \_\_\_\_\_

**EMAIL ADDRESS** \_\_\_\_\_



**PROPERTY ACCESS AUTHORIZATION**

**PROPERTY ACCESS**

Date: \_\_\_\_\_

**FACILITY OWNER**

Facility Name: \_\_\_\_\_

\_\_\_\_\_

Facility Location: \_\_\_\_\_

\_\_\_\_\_

Authorized Representative: \_\_\_\_\_

I, \_\_\_\_\_, authorize OMI, Inc., and its personnel access to the above referenced property for the purpose of conducting a Geotechnical Engineering Study and Subsurface Exploration. Furthermore, I hereby waive any claim against and hold harmless OMI, Inc. and its employees from any liability or loss which may result from the discovery and report of any adverse environmental conditions identified at the above referenced site.

\_\_\_\_\_  
Signature of authorized representative

\_\_\_\_\_  
Title

