



May 21, 2024

Travis Morgan
Town of Pineville
PO Box 249
Pineville, North Carolina 28134

Email: tmorgan@pinevillenc.gov

Subject: **Proposal for Construction Materials Testing Services
South Polk Sidewalk Connector
South Polk Street
Pineville, North Carolina
UES Proposal No. P24117.00737.000**

UES Professional Solutions 29, Inc. (UES) is pleased to submit this proposal to provide construction materials and laboratory testing services for the **South Polk Sidewalk Connector** in **Pineville, North Carolina**. This proposal includes our proposed scope of services, scheduling, and our estimated fee.

PROPOSED SCOPE OF SERVICES

Our proposed scope of work is to include but is not limited to field density testing of sidewalk subgrade, utility backfill, and asphalt. In addition, we propose to provide field and laboratory testing of fresh place concrete. Field services include concrete temperature, slump, air content, and casting compressive strength specimens. Laboratory services include compressive strength testing of cast specimens.

This proposal is based on an assumed project duration of 90 calendar days following the Notice to Proceed. **UES** has not been provided with a construction schedule at this time. **UES** requests the opportunity to revise this proposal when a construction schedule is available.

Our services will be coordinated by your designated project representative(s) on an on-call, as needed basis during construction activities requiring material testing services and/or engineering recommendations.

The following is a list of anticipated services:

- Monitor the suitability of the exposed soils after the existing concrete sidewalk and drainage pipe/structures have been removed;
- Perform in-place field density testing of subgrade soils and utility backfill;
- Perform in-place field density testing of asphalt;
- Perform laboratory proctor testing of soils, as necessary;
- Perform cast-in-place concrete testing which includes, slump, temperature, percent air content, and casting 4"x 8" compressive strength testing;
- Perform laboratory concrete compressive strength testing;
- And, provide engineering oversight and recommendations to address specific site conditions as necessary;

SCHEDULING

We recommend a representative of **UES** be on site full-time to monitor suitability of subgrade soils, lift thickness, and compaction effort during placement of utility backfill and prior to concrete placement. We request that our scope of services be reviewed with the grading contractor prior to the start of work to reach an understanding of our scope of services and project requirements. Additionally, we request a meeting with the site contractor to discuss scheduling needs.

We request that our initial services be scheduled through Richard Eller, reller@teamues.com or 803-415-0336

ESTIMATED FEE

Our fee is based on providing an NCDOT certified technician for three (3) days per week. Actual charges for our work will be invoiced monthly on a time and materials basis at the unit rates shown on the attached fee schedule. A detailed fee estimate based on anticipated construction activities is attached for your review. Based on our estimated timeframe for the construction duration and anticipated scope of services, we have estimated a fee of approximately **\$20,735**. The fee will be managed based on the actual construction schedule.



Please note, the estimated fee and associated fee schedule are valid for 120 days from the date of this proposal. After which, we reserve the right to increase the fees as mutually agreed upon between **UES** and the Client.

With each monthly invoice you will receive a copy of the project backup for the specific invoicing period, which will include field reports, laboratory test results, and any formal recommendations made.

AUTHORIZATION

If this proposal is acceptable, please provide formal authorization by signing the attached project acceptance and returning to us. We will then send you a fully executed copy for your files.

CLOSING

UES appreciates the opportunity to provide our professional services for you on this project. If you have any questions concerning the information in this proposal or if we may be of further service, please contact us at 704.586.9851.

Sincerely,

UES PROFESSIONAL SOLUTIONS 29, INC.



Richard J. Eller, Jr., P.E.
Construction Services Manager

Attachment: Fee Estimate
Fee Schedule
Proposal Acceptance
Terms and Conditions





FEE ESTIMATE
South Polk Street Connector
 Construction Materials Testing
 UES Proposal No. P24117.00737.000

Task Description	Estimated Trips	Estimated Hours per Trip	Quantity	Rate	Cost
I. Field Services					
Special Inspector - Concrete	5	4	20	\$70.00	\$ 1,400.00
Special Inspector	36	6	216	\$70.00	\$ 15,120.00
Field Professional - Proofrolling/Subgrade Checks	3	3	9	\$85.00	\$ 765.00
Nuclear Gauge			5	\$90.00	\$ 450.00
					\$ 17,735.00
II. Laboratory Services					
Standard Proctor Compaction Test ASTM D698			2	\$150.00	\$ 300.00
Grain Size (Wash #200) ASTM D422			2	\$85.00	\$ 170.00
Concrete Cylinders (ESTIMATED 5 POURS @ 20 cy. each)			25	\$20.00	\$ 500.00
					\$ 970.00
III. Reporting & Project Management Services					
Senior Engineer - report review, consultation, etc.			2	\$170.00	\$ 340.00
Project Manager-project administration, report preparation, project meetings			6	\$140.00	\$ 840.00
Professional Office			10	\$85.00	\$ 850.00
					\$ 2,030.00

NOTE:

Hours indicated on this fee estimate are for a standard eight-hour workday Monday through Friday 6:00 AM to 6:00 PM.

Hours worked over eight per day, during 6:00 PM through 6:00 AM, Saturday, Sunday, or Holidays, will be charged at 1.5 times the standard rate.

FEE ESTIMATE:	\$ 20,735.00
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FEE SCHEDULE

CONSTRUCTION MATERIALS TESTING & SPECIAL INSPECTIONS

REPORTING AND PROJECT MANAGEMENT

1. Senior Engineer..... \$170.00/hr.
2. Senior Project Manager \$140.00/hr.
3. Professional Office/Administration \$85.00/hr.

FIELD SERVICES ^{Note 1}

1. Field Professional..... \$85.00/hr.
2. Asphalt/DOT Technician \$75.00/hr.
3. Senior Engineering Technician..... \$70.00/hr.
4. Retaining Wall Technician..... \$65.00/hr.
5. Field Technician \$55.00/hr.

SPECIAL INSPECTION SERVICES ^{Note 1}

1. Certified Welding Inspector (CWI) \$85.00/hr.
2. Special Inspector (IBC Chapter 17) \$70.00/hr.
3. Concrete Technician (ACI Certified)..... \$70.00/hr.

EQUIPMENT/TRAVEL/EXPENSES

1. Nuclear Gauge..... \$90.00/day
2. Core Drill and Generator..... \$300.00/day
3. Anchor Bolt Pull Test Equipment \$250.00/day
4. Trip by Vehicle \$50.00/trip
5. Miscellaneous Cost +15%
(Includes; Travel Expenses, Unusual Supplies and Materials, Special Handling, Subcontract,
and Specialty Services)

Note 1: Above rates for appearance of our representative during standard eight-hour work day, hours worked over eight per day, during 6:00 PM through 6:00 AM, or on Saturday, Sunday, or Holiday will be charged at 1.5 times standard rates.

LABORATORY TESTING SERVICES

CONCRETE TESTING

1. Compressive Test of Concrete - ASTM C39 \$20.00/ea.
2. Flexural Test of Concrete Beam – ASTM C37 \$45.00/ea.
3. Compressive Test of Mortar/Grout – ASTM C109 \$25.00/ea.

GEOTECHNICAL TESTING

1. % Finer (#200 sieve wash) - ASTM D1140 \$60.00/ea.
2. Grain Size Analysis– ASTM D422 \$85.00/ea.
3. Grain Size Analysis (w/Hydrometer) - ASTM D422..... \$130.00/ea.
(Assumed Specific Gravity)
4. Natural Moisture Content – ASTM D2216 \$15.00/ea.
5. Organic Content – ASTM D2974..... \$60.00/ea.
6. Atterberg Limits – ASTM D4318 \$85.00/ea.
7. Moisture Density Test of Soil (Standard Proctor) – ASTM D698..... \$150.00/ea.
8. Moisture Density Test of Soil (Modified Proctor) – ASTM D1557)..... \$250.00/ea.
9. Asphalt Core Bulk Specific Gravity – ASTM D2726, ASTM D3549 \$75.00/mix
10. Specific Gravity of Soil – ASTM D854 \$55.00/ea.
11. Triaxial Shear Testing: Consolidated Undrained (CU) w/ Pore Pressure – ASTM D4767
 - i. Undisturbed Sample \$800.00/ea.
 - ii. Remolded Sample \$850.00/ea.
12. Triaxial Shear Testing: Unconsolidated Undrained (UU) – ASTM D2850
 - i. Undisturbed Sample \$550.00/ea.
 - ii. Remolded Sample \$600.00/ea.
13. Hydraulic Conductivity – ASTM D5084
 - i. Undisturbed Sample \$350.00/ea.
 - ii. Remolded Sample \$380.00/ea.
 - iii. Total Porosity \$50.00/ea.



PROJECT ACCEPTANCE

PROJECT NAME: South Polk Sidewalk Connector

PROJECT LOCATION: South Polk Street

CLIENT: Town of Pineville

ADDRESS: PO Box 249

CITY/STATE/ZIP: Pineville, North Carolina 28134

ATTENTION: Travis Morgan TELEPHONE: _____

EMAIL: tmorgan@pinevillenc.gov FAX: _____

The undersigned hereby accepts all the Terms and Conditions set forth in this proposal and warrants that he/she has full authority to bind the Client.

PROJECT ACCEPTED BY: _____

(Signature)

TITLE: _____ DATE: _____

PRINTED NAME: _____



<p>Consultant: UES Professional Solutions 29, Inc. Contact: Richard J. Eller, Jr., PE Address: 10121 Pineville Distribution Street City: Pineville State/Zip: NC 28134 Telephone: (704) 504-1717 Fax: (704) 504-1125</p>	<p>Client: Town of Pineville Contact: Travis Morgan Address: PO Box 249 City: Pineville State/Zip: North Carolina 28134 Phone: 704-889-2202 Email: tmorgan@pinevillenc.gov</p>
<p>Project Name: South Polk Sidewalk Connector Proposal Number: P24117.0737.000</p>	<p>Project Location: Pineville, North Carolina Services: MT</p>
<p style="text-align: center;">TERMS AND CONDITIONS</p> <p>SERVICES TO BE PROVIDED. UES Professional Solutions 29, Inc. (UES) is an independent Consultant and agrees to provide the aforementioned client with services to the Client's project identified above. These services are determined as follows: UES Professional Solutions 29, Inc Proposal No. P24117.0737.000</p> <p>STANDARD OF CARE. The only warranty or guarantee made by UES Professional Solutions 29, Inc. in connection with the services performed hereunder is that we will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by our proposal for consulting services or by furnishing oral or written reports.</p> <p>PAYMENT TERMS. The client agrees to pay each invoice upon presentation, time being of the essence. UES Professional Solutions 29, Inc. is to be paid under this agreement for all services rendered under this agreement and all additional services authorized by the Client (verbally or in writing) in excess of those stated in this agreement. Client's ability to pay under this agreement should in no way be dependent on the Client's ability to receive financing or payment from other parties or the Client's completion of the Project. Invoices are considered past due 30 days from date of UES Professional Solutions 29, Inc. invoice and that past due amounts, at UES Professional Solutions 29, Inc. discretion, are subject to a late fee of one and one-half percent per month (18 percent per annum) or the highest amount allowed by applicable law on the outstanding balance whichever is less. Attorney's fees and other costs incurred in collecting past due amounts shall be paid by the client.</p> <p>INSURANCE. UES Professional Solutions 29, Inc. maintains Worker's Compensation and Employer's Liability Insurance in conformance with applicable state law. In addition, we maintain Comprehensive General Liability Insurance and Automobile Insurance with bodily injury limits of \$1,000,000/\$1,000,000 and property damage limits of \$1,000,000. A certificate of insurance can be supplied evidencing such coverage which contains a clause providing that fifteen days written notice be given prior to cancellation. Cost of the above is included in our quoted fees. If additional coverage or increased limits of liability are required, UES Professional Solutions 29, Inc. will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits.</p> <p>SAFETY. Should UES Professional Solutions 29, Inc. provide periodic observations or monitoring services at the job site during construction, Client agrees that, in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by UES Professional Solutions 29, Inc. is not intended to include review of the adequacy of the contractor's safety measures in, on adjacent to, or near the construction site.</p>	<p>OWNERSHIP OF DOCUMENTS. All documents, including but not limited to drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations, and estimates, prepared by UES Professional Solutions 29, Inc. as instruments of service pursuant to this Agreement shall be the sole property of UES Professional Solutions 29, Inc. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any documents produced by UES Professional Solutions 29, Inc., pursuant to this Agreement, be used at any location or project not expressly provided for in this Agreement without written permission of UES Professional Solutions 29, Inc. At the request and expense of Client, UES Professional Solutions 29, Inc. will provide copies of documents created in the performance of the work for a period not exceeding five years following submission of the report contemplated by this Agreement.</p> <p>LIMITATION OF LIABILITY. Client agrees that UES Professional Solutions 29, Inc.'s liability for any damage on account of any error, omission or other professional negligence will be limited to a sum not to exceed \$10,000 or UES Professional Solutions 29, Inc.'s fee, whichever is greater.</p> <p>DAMAGE TO EXISTING MAN-MADE OBJECTS. It shall be the responsibility of the Client or his duly authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects relative to field tests or boring locations. Client agrees to indemnify and hold harmless UES Professional Solutions 29, Inc. from all claims, suits, losses, personal injury, death and property liability resulting from unusual subsurface conditions or damages to subsurface structures, owned by Client or third parties, occurring in the performance of the proposed services, whose presence and exact locations were not revealed to UES Professional Solutions 29, Inc. in writing, or to reimburse UES Professional Solutions 29, Inc. for expenses in connection with any such claims or suits, including reasonable attorney's fees.</p> <p>SITE VISITS. Client agrees that UES Professional Solutions 29, Inc. will not be expected to make exhaustive or continuous on-site inspections but that periodic observations appropriate to the construction stage shall be performed. It is further agreed that UES Professional Solutions 29, Inc. will not assume responsibility for the contractor's means, methods, techniques, sequences, or procedures of construction, and it is understood that field services provided by UES Professional Solutions 29, Inc. will not relieve the contractor of his responsibilities for performing the work in accordance with the plans and specifications. The words "supervision", "inspection", or "control" are used to mean periodic observation of the work and the conduction of tests by UES Professional Solutions 29, Inc. to verify substantial compliance with the plans, specifications and design concepts. Inspections by our employees do not mean that UES Professional Solutions 29, Inc. is observing placement of all materials.</p> <p>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 location of tests unless specified. Field tests or boring locations described in UES Professional Solutions 29, Inc.'s report or shown on sketches are based on specific information furnished by others or estimates made in the field by our technicians. Such dimensions, depths, or elevations should be considered as approximations unless otherwise stated in the report.</p> <p>GOVERNING LAW. This Agreement shall be governed in all respects by the laws of the State of North Carolina.</p>
<p>Signed (Client): Date:</p>	<p>Signed: (UES Professional Solutions 29, Inc.) Date: May 21, 2024</p>