

Geotechnical Engineering-Testing, Inc.

PROFESSIONAL ENGINEERS

~ Geotechnical Evaluations – Geosciences – Construction Materials – Pavement Management ~

August 3, 2011

Mr. Keith Bumpers, P.E.
Compton Engineering, Inc.
1706 Convent Avenue
Pascagoula, MS 39597

Re: Proposed Scope of Services and Fees for Soils Explorations and Geotechnical Engineering Studies for the Proposed Allen Road Improvements for the City of Gautier, Mississippi

Dear Keith:

Geotechnical Engineering-Testing, Inc. is pleased to provide Compton Engineering, Inc. and the City of Gautier a proposed scope of services and associated fees for soils explorations and geotechnical engineering studies for the proposed Allen Road Improvements. This proposal is in response to your email request for proposal dated July 28, 2011. We have reviewed the information you provided to us and we have looked at the road. We believe we have an understanding of the geotechnical engineering requirements for this project.

PROJECT DESCRIPTION

We understand that the project requiring the geotechnical engineering studies will generally consist of the design and construction of repaving and widening of approximately 1800 ft of Allen Road from Highway 57 south and eastward. The road is to be widened from two lanes to two lanes with an interior turn lane

SCOPE OF SERVICES

We plan to explore the subsurface soils for the above-described project by making soil test borings and performing physical laboratory soil mechanics tests on selected soil samples recovered from the borings. These soils explorations will be performed under the supervision of a licensed engineer of our firm. The soils exploration results will be evaluated, engineering analyses will be made, and our opinions and geotechnical engineering recommendations will be formulated for the project. Specifically we plan to analyze the pavement sections and make recommendations for any special ground preparations that we find may be required for the project. A formal engineering report of our findings, opinions and recommendations will be prepared by the licensed engineer for this project, and this engineer will be available for consultation that may be required by you. Our professional services for this project will be performed, our findings obtained, and our recommendations prepared in accordance with generally accepted engineering principles and practices. This warranty is in lieu of all other warranties, either expressed or implied.

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www.geoenr.com

We plan to make seven exploratory soil test borings at the project site. These borings will generally be located at about 300 ft intervals along the existing road alternating from left to right of the pavement and within the pavement. It is our understanding that we will locate and mark the borings in the field.

The planned depth of soil borings within the pavement areas is about 6 ft. Should significant unsuitable soils be indicated by these boring operations, the boring depths for pavements may require adjustments. We plan to make the soil test borings with hand auger equipment.

The auger soil borings within the pavement areas will generally be made with hand augers in order to better delineate the soil stratification. These borings will be conducted in general accordance with standard procedures for boring and sampling soils. Each type soil encountered by these borings as determined by visual examination in the field, will be sampled, logged and retained for additional examination by a geologist or engineer and for laboratory testing. Logs of Boring will be prepared for these auger soil borings.

We plan to make a 3 ft deep dynamic cone penetration test at the pavement boring locations. This test is made using a Dual Mass Dynamic Cone Penetrometer developed by the Department of Army, Waterways Experiment Station (WES), Corps of Engineers. The test consists of driving a 0.79 inch diameter cone into the ground with a 17.6 sliding hammer from a height of 22.6 inches. The penetration of the cone under sets of hammer blows is measured (at about 25 to 50 mm or 1 to 2 inch intervals) and converted to penetration per blow, which is also the DCP index, mm/blow. The DCP index is in turn converted to a CBR value in accordance with WES correlation studies. Results of the dynamic cone penetration tests (in situ CBR values) at about 1 inch increments to a depth of about 36 inches at the boring locations will be estimated.

The boreholes will be filled within a day or two after the borings are completed. Groundwater measurements will be made at least one day after the borings are complete.

We plan to perform physical laboratory soil mechanics tests on selected soil samples recovered from the borings. The number and type of these tests will depend on the apparent types and conditions of soils encountered by the borings. We estimate that these laboratory tests may include moisture content, grain size, Atterberg limits, and laboratory Proctors. These tests will be performed in general accordance with the applicable laboratory testing standards.

PROPOSED TIME OF WORK

We are usually in a position to start a project such as this within one to two weeks of the authorization to proceed. About one to two days will be required to conduct the fieldwork. An additional three weeks will be required for laboratory testing and preparation of an engineering report. The project should be completed within about six weeks after the authorization has been given to us.

PROPOSED FEES AND GENERAL CONDITIONS

Our proposed fees for the services outlined above will be based on our standard unit fees (Fee Schedule dated July 1, 2008) for soil borings made, tests performed and hours worked on the project. We have estimated the number of various units of service that may be used on this project and the associated fees, and these are shown in the table attached. Our total estimated fee for this project is about SIX THOUSAND SIX HUNDRED THIRTY DOLLARS (\$6,630.00). Should conditions be encountered that will require additional or less services than has been estimated, we will adjust our total fees for the actual work done. Your permission will be obtained prior to doing additional work that will cause our total fees to be greater than we have estimated.

A proposal acceptance document and general conditions are attached for signature. This acceptance document signed by the appropriate parties will constitute a contract for us to perform the professional services proposed above. In lieu of signing that document, a letter signifying acceptance of this proposal and the general conditions will be a sufficient contract for us to provide the services.

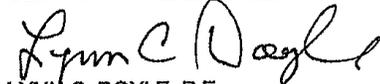
We are assuming that this proposal is not being used for competitive price comparisons. The Mississippi State Board of Licensure for Professional Engineers and Land Surveyors does not allow competitive price comparisons for engineering or land surveying services. Our quoted professional fees, therefore, must not be used for that purpose. Should price comparisons of proposals be the intent, please return this proposal to us and exclude our firm from any competitive price competition.

Our firm appreciates this opportunity to provide engineering services to Compton Engineering, Inc. and the City of Gautier. Should you have any questions regarding this proposal or if we have misinterpreted your request, please let us know. We will be most willing to discuss this proposal and to make any changes that are appropriate for the project. We will be happy to meet with you to make a verbal presentation of this proposal if you desire.

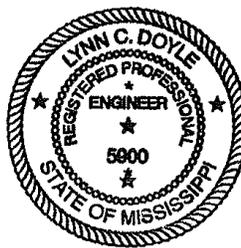
We thank you very much for your consideration of using our firm for providing the geotechnical engineering services on your project.

Sincerely yours,

GEOTECHNICAL ENGINEERING-TESTING, INC.



LYNN C. DOYLE, P.E.
Principal Engineer
Mississippi License No. 5900
Date: 8/3/11



LCD/awg

attachments

GEOTECHNICAL ENGINEERING-TESTING, INC.

**TABULATION OF ESTIMATED UNITS OF SERVICE AND FEES FOR
SOILS EXPLORATIONS AND GEOTECHNICAL ENGINEERING EVALUATIONS FOR
THE PROPOSED ALLEN ROAD IMPROVEMENTS FOR THE
CITY OF GAUTIER, MISSISSIPPI**

AUGUST 3, 2011

<u>ITEM OF SERVICE</u>	<u>EST. UNITS</u>	<u>UNIT FEE</u>	<u>EST. TOTAL FEE</u>
A. <u>FIELD EXPLORATIONS:</u>			
1. Mobilization of Crew	1	Each \$ 500.00 /Ea	\$ 500.00
2. Auger Borings and Dynamic Cone	7	Each \$ 150.00 /Ea	\$ 1,050.00
		Estimated Subtotal	\$ 1,550.00 \$ 1,550.00
B. <u>LABORATORY SOIL MECHANICS TESTS:</u>			
1. Moisture Content Test	20	Each \$ 10.00 /Ea	\$ 200.00
2. Grain Size Analysis Test (Hydrometer)	14	Each \$ 85.00 /Ea	\$ 1,190.00
3. Atterberg Limits Test	14	Each \$ 65.00 /Ea	\$ 910.00
4. Proctor Density (Standard)	2	Each \$ 90.00 /Ea	\$ 180.00
		Estimated Subtotal	\$ 2,480.00 \$ 2,480.00
C. <u>ENGINEERING SUPERVISION, STUDY AND REPORT:</u>			
1. Engineering Technician IV	8	Hours \$ 65.00 /Hr	\$ 520.00
2. Professional Geotechnical Engineer, Project/Principal	12	Hours \$ 150.00 /Hr	\$ 1,800.00
3. Clerical	8	Hours \$ 35.00 /Hr	\$ 280.00
		Estimated Subtotal	\$ 2,600.00 \$ 2,600.00
		ESTIMATED TOTAL	\$ 6,630.00

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Mobile, Alabama 36693
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Web Site: www.geoengr.com

Lynn C. Doyle, P.E.
Curt Doyle, P.E.
Jeff Kuhr, P.E.
Edith Loudon, P.E.

PROPOSAL ACCEPTANCE DOCUMENT

PROJECT DESCRIPTION: Soils Explorations and Geotechnical Engineering Studies for the Proposed
Allen Road Improvements for the City of Gautier, Mississippi

PROJECT LOCATION: Gautier, Mississippi

PROPOSAL DATE: August 3, 2011

FOR PAYMENT OF CHARGES

Invoice to: City of Gautier (Accounts Payable) Telephone # 228-497-2767

Address: 3330 Hwy 90 City Gautier State MS Zip 39553

PROPERTY OWNER IDENTIFICATION (if other than above)

Name: _____

Street Address: _____

City, State and Zip Code: _____

Attention: _____

P.O. # (if required): _____ Your Contract # (if required) _____

Special Instructions: _____

ACCEPTANCE OF PROPOSAL AND GENERAL CONDITIONS (attached)

Accepted By: _____

Title: City Manager

Date: _____

PROFESSIONAL MEMBERSHIPS:

American Society of Civil Engineers - National Society of Professional Engineers - ASFE/The Association of Engineering Firms Practicing in the Geosciences - Deep Foundations Institute - American Society for Testing and Materials - International Society of Soil Mechanics and Foundation Engineering - Society of American Military Engineers - National Water Well Association - American Concrete Institute - Institute of Transportation Engineers - American Public Works Association

GENERAL CONDITIONS

SECTION 1: RIGHT OF ENTRY

1.1 The client will provide for right of entry of GEOTECHNICAL ENGINEERING-TESTING, INC. and all necessary equipment, in order to complete the work.

While GEOTECHNICAL ENGINEERING-TESTING, INC. will take all reasonable precautions to minimize any damage to the property, it is understood by client that in the normal course of work some damage may occur, the correction of which is not part of this agreement.

SECTION 2: UTILITIES

2.1 In the prosecution of its work, GEOTECHNICAL ENGINEERING-TESTING, INC. will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities.

The Owner agrees to hold GEOTECHNICAL ENGINEERING-TESTING, INC. harmless for any damage to subterranean structures that are not called to GEOTECHNICAL ENGINEERING-TESTING, INC.'s attention and correctly shown on the plans furnished.

SECTION 3: SAMPLES

3.1 GEOTECHNICAL ENGINEERING-TESTING, INC. will retain all soil and rock samples for 30 days. Further storage or transfer of samples can be made at owner expense upon written request.

SECTION 4: INVOICES

4.1 GEOTECHNICAL ENGINEERING-TESTING, INC. will submit invoices to client monthly and a final invoice upon completion of services. Invoices will show charges for different personnel and expense classifications. A more detailed separation of charges and backup data will be provided at client's request.

4.2 Payment is due within fifteen (15) days of invoice date and is past due thirty (30) days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1-1/2%) per month, or at the maximum rate allowed by law, on past due accounts. Client agrees to pay attorney fees for collection of accounts more than 120 days past the invoice date.

SECTION 5: OWNERSHIP OF DOCUMENTS

5.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by GEOTECHNICAL ENGINEERING-TESTING, INC., as instruments of service, shall remain the property of GEOTECHNICAL ENGINEERING-TESTING, INC.

5.2 GEOTECHNICAL ENGINEERING-TESTING, INC. will retain all pertinent reports relating to the services performed for a period of five years following submission of the report during which period the records will be made available to the client at all reasonable time.

SECTION 6: DISPUTES

6.1 In the event of a dispute relating to the performance of the services to be provided under this Agreement, and should that dispute result in litigation, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred in the defense of the claim including staff time, court costs, attorney's fees, and other claim-related expenses.

SECTION 7: STANDARD OF CARE

7.1 Services performed by GEOTECHNICAL ENGINEERING-TESTING, INC. under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made.

7.2 Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are

made by GEOTECHNICAL ENGINEERING-TESTING, INC. and that the data, interpretations and recommendations of GEOTECHNICAL ENGINEERING-TESTING, INC. are based solely on the information available to it. GEOTECHNICAL ENGINEERING-TESTING, INC. will be responsible for those data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

SECTION 8: INSURANCE

8.1 GEOTECHNICAL ENGINEERING-TESTING, INC. represents and warrants that it and its agents, staff and consultants employed by it is and are protected by worker's compensation insurance and that GEOTECHNICAL ENGINEERING-TESTING, INC. has such coverage under public liability and property damage insurance policies which GEOTECHNICAL ENGINEERING-TESTING, INC. deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon written request. Within the limits and conditions of such insurance, GEOTECHNICAL ENGINEERING-TESTING, INC. agrees to indemnify and save client harmless from and against any loss, damage, or liability arising from any negligent acts by GEOTECHNICAL ENGINEERING-TESTING, INC., its agents, its staff, and consultants employed by it. GEOTECHNICAL ENGINEERING-TESTING, INC. shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. GEOTECHNICAL ENGINEERING-TESTING, INC., shall not be responsible for any loss, damage or liability arising from any negligent acts by client, its agents, staff, and other consultants employed by it.

SECTION 9: TERMINATION

9.1 This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, GEOTECHNICAL ENGINEERING-TESTING, INC. shall be paid for services performed to the termination notice date plus reasonable termination expenses.

9.2 In the event of termination of Agreement or suspension of work for more than three (3) months, prior to completion of all reports contemplated by this Agreement, GEOTECHNICAL ENGINEERING-TESTING, INC. may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of GEOTECHNICAL ENGINEERING-TESTING, INC. in completing such analyses, records and reports.

SECTION 10: ASSIGNS

10.1 Neither the Client nor GEOTECHNICAL ENGINEERING-TESTING, INC. may delegate, assign, sublet or transfer his duties or interest in this Agreement without the written consent of the other party.

SECTION 11: LIMITATION OF LIABILITY

11.1 The Owner agrees to limit GEOTECHNICAL ENGINEERING-TESTING, INC.'s liability to the Owner and to all construction Contractors and Subcontractors on the project arising from GEOTECHNICAL ENGINEERING-TESTING, INC.'s negligent acts, errors, omissions, such that the total aggregate liability of GEOTECHNICAL ENGINEERING-TESTING, INC. to all those named shall not exceed \$50,000.00 or GEOTECHNICAL ENGINEERING-TESTING, INC.'s fee for the services rendered on this project, less direct third-party costs, whichever is greater. The Owner further agrees to require of the Contractor a similar limitation of the liability of GEOTECHNICAL ENGINEERING-TESTING, INC. to the Owner, to the Contractor and his Subcontractors due to GEOTECHNICAL ENGINEERING-TESTING, INC.'s negligent acts, errors or omissions.

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 280-2012

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that payment for services provided by Vaughn Lauban Designs, Inc. in the amount of \$2,400.00 nun pro tunc is hereby approved.

IT IS FURTHER ORDERED that the City Manager and Interim City Clerk are authorized to execute any and all documents necessary.

Motion was made by Councilman Gollott, seconded by Councilman Macfarland and the following vote was recorded:

AYES: None

NAYS: Tommy Fortenberry
 Johnny Jones
 Gordon Gollott
 Mary Martin
 Scott Macfarland
 Adam Colledge

ABSENT: Hurley Ray Guillotte

MAYOR

ATTEST:

INTERIM CITY CLERK

DENIED AND FAILED by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of December 4, 2012.

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Cindy Steen, Purchasing Agent
Through: Cindy Russell Interim City Clerk
Date: November 27th, 2012
Subject: Approval of Payment for Services provided

REQUEST:

Vaughn Lauban Designs submitted an invoice for payment of services provided. The owner, Mr. Jason Lauban, requests payment in the amount of \$2,400.00.

BACKGROUND

The City of Gautier has received a proposal from Vaughn Lauban Designs, Inc for the amount of \$4000.00. The past City Manager gave direction to the Purchasing Division to issue a purchase order for this amount to design the plans for the interior remodeling of the Public Works Building on 3/9/2011. This was charged to building improvements out of the enterprise fund. As of today, we have paid 40% down for the 1st preliminary drawing in the amount of \$1,600.00 on 5/20/11. We have received the completed drawings with an invoice for the remaining amount of \$2,400.00. The Finance Director finds that there are funds available in the contract services account from the enterprise fund. The Council could also opt for the services to be taken from the GO Bond. The City Manager has requested a service agreement (attached). The City Attorney has made the legal determination that in order to pay for services rendered, the service agreement may be approved by Council nun pro tunc ("after the fact").

DISCUSSION

The City Council should determine whether to pay remaining invoices for services rendered.

RECOMMENDATION

The City Council may:

1. Approve payment for services provided nun pro tunc
2. Deny payment, due to Council not approving a service agreement prior to work commencement

If approved, Council should:

1. Authorize payment from the enterprise fund
2. Authorize payment from the GO Bond

ATTACHMENT(S):

Yes

Vaughn Lauban Designs, Inc.

4850 Gautier Vancleave Rd., Suite 5

Gautier, MS 39553

Ph. 228-497-7074

Fax 228-497-7076

March 7, 2011

To: City of Gautier, MS

Subject: Plans for Interior Remodel of Commercial Office Space 4,120 sq. ft.
-Public Works Building

We are pleased to quote on the following plan package for your consideration. The plans are to include:

- *Floor plan to owner's specs.
- *Electrical plan, including phone and data (existing and new)
- *HVAC plan (existing and new)
- *Front elevation (existing and new)

Bid amount - \$4,000.00 (40% due at preliminary design #1, balance due at completion)

This price does not include any engineering. In house engineering is available if required and will be done at cost plus 10%.

Thank you,

Jason Lauban
Vaughn Lauban Designs, Inc.