

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Samantha Abell, City Manager  
**From:** April Havens, Grants & Projects Manager  
**Through:** Chandra Nicholson, Director of Economic Development and Planning Dept.  
**Date:** March 7, 2016  
**Subject:** City Council Authorization of a Proposal from Southern Earth Sciences, Inc. for Geotechnical Services Related to Log Cabin Relocation

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**REQUEST:**

The Economic Development and Planning Department requests City Council authorization to accept a proposal from Southern Earth Sciences, Inc. to provide geotechnical services related to the relocation of the log cabin from Allen Road to Shepard State Park to be used as an information center and park general store.

**BACKGROUND:**

The donated log cabin that is currently located on Allen Road is being relocated to Shepard State Park to be used as a welcome center and general store. Geotechnical services are required for the new foundation design at Shepard State Park.

**DISCUSSION:**

Southern Earth Sciences, Inc. has proposed to mobilize to Shepard State Park and perform soil borings needed for the foundation design. Cost is on an hourly basis, but will not exceed \$3,450. The work is expected to take less than a month to complete. Funds for the work would come from Tidelands grant funds.

**RECOMMENDATION:**

The Economic Development and Planning Department recommends that City Council approve the proposal from Southern Earth Sciences, Inc. for the work outlined above.

The City Council may:

1. Accept the proposal as identified above;
2. Accept the proposal as identified above with changes; or
3. Decline the proposal.

**ATTACHMENT(S):**

Geotechnical Services Proposal

5460 Rangeline Road  
Mobile, AL 36619

Tel: (251) 344-7711  
Fax: (251) 443-9000  
www.soearth.com



February 25, 2016

**CITY OF GAUTIER**  
3330 Highway 90  
Gautier, MS 39553

**ATTENTION:** Ms. Chandra Nicholson, P.E.

**SUBJECT:** Cost Estimate to Perform Geotechnical Services  
Proposed Shepard State Park Welcome Center  
Gautier, MS  
SESI Proposal No: P15-415.12

Dear Ms. Nicholson:

**SOUTHERN EARTH SCIENCES, INC.** appreciates the opportunity to provide this cost estimate to perform geotechnical services for the above referenced project. Outlined below is our proposed scope of work for the project along with our unit prices and estimated fees for performing the outlined services.

### **PROJECT INFORMATION**

Based on our understanding of the provided information, the project will consist of constructing a new Shepard State Park Welcome Center. We have assume the structure will have a footprint of 5,000 ft<sup>2</sup> or less and be supported on a shallow foundation system. No detailed structural loading, grading or topographic information was available at the writing of this proposal. For purposes of cost estimation, we have assumed the site to be readily accessible to conventional track or truck mounted drilling equipment.

### **SCOPE OF SERVICES**

The proposed scope of work for Geotechnical Services consists of two (2) soil test borings/Cone Penetrometer Test soundings within the proposed building area. The soil borings/CPT soundings are planned to extend to depths ranging from approximately 30 feet below existing grade.

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For conventional test borings, standard penetration testing and sampling will be performed in accordance with ASTM D 1586 with soil sampling intervals of 2.5 feet for the top 10 feet and every 5 feet thereafter. Sampled soils, obtained from the soil test borings, will be identified in the field by drilling personnel and transported to our laboratory for examination by an engineer. To confirm soil stratification and to determine general soil strength characteristics, laboratory classification and strength testing will be conducted. Once laboratory testing is complete, SESI will retain all soil samples for an additional 30 days unless otherwise specified. Cone Penetrometer Test soundings will be performed in general accordance with ASTM Specification D-5778 using a track-mounted 20-ton Hogentogler Electronic CPT rig.

The results of our field and laboratory investigations will be used to evaluate subsurface conditions and to make recommendations with regard to site preparation and foundation alternatives for support of the proposed structure. Our report will be prepared and signed by a Registered Professional Engineer in the State of Mississippi. Listed below is specific information to be included in our geotechnical report.

- Test Location Plan
- SPT/ CPT Logs
- Summary of Laboratory Data
- Discussion of General Soil Conditions
- Site Preparation Guidelines
- Foundation Evaluation and Recommendations

**FEE SCHEDULE**

Outlined below are "Unit Prices" applicable to work for the proposed project.

***Field Exploration***

Drilling Rig Mobilization/Demobilization (lump sum) .....	\$ 500.00
Mileage (per mile) .....	\$ 3.00
SPT Soil Borings per ASTM D 5778 or 1586 (per lineal foot)	
0 to 40'.....	\$ 12.50
Cone Penetrometer Test Soundings per ASTM D 5778 (per lineal foot) .....	\$ 9.50
Extra Penetration Tests (each) .....	\$ 15.00
Undisturbed Shelby Tube Samples (each) .....	\$ 55.00

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***Laboratory Testing***

Moisture Content Determinations (each) .....	\$ 5.00
Atterberg Limits Tests (each).....	\$ 75.00
No. 200 Washes (each) .....	\$ 30.00

***Engineering and Reporting Services***

Staff Engineering Services (per hour) .....	\$ 100.00
Professional Engineering Services (per hour) .....	\$ 125.00
Principal Engineer/Geologist (per hour).....	\$ 150.00
Draftsman (per hour).....	\$ 50.00

**ESTIMATED FEES**

Based on the scope of work and fee schedule outlined above, we have estimated the total cost of our geotechnical services to be \$3,950. Attached for your reference is an itemization of the anticipated costs associated with performing the proposed geotechnical services.

Approximately two weeks from the time of authorization will be required to complete the field investigation. Laboratory testing and reporting will follow completion of the field activities by about one week.

Attached are our Terms & Conditions, and these Terms & Conditions should be considered an integral part of our proposal. Please execute the attached Work Authorization Sheet and return a copy to us, as your signature will formally authorize us to proceed with the discussed scope of work and aid us in invoicing.

We appreciate the opportunity to submit this cost estimate and look forward to the prospect of working with you. If you have any questions, please call.

Very truly yours,  
**SOUTHERN EARTH SCIENCES, INC.**



Matt Reeves  
Staff Geotechnical Engineer

MR  
Attachments

**CORPORATE OFFICE**

P.O. Box 160745  
Mobile, AL 36616  
tel: 251-445-4354  
fax: 251-345-9453

**ALABAMA**

**Mobile**

5460 Rangeline Road  
Mobile, AL 36619  
tel: 251-344-7711  
fax: 251-341-9488

**Summerdale**

105 Highway 59 N  
Summerdale, AL 36580  
tel: 251-989-7726  
fax: 251-989-6722

**Montgomery**

1412 I-85 Parkway  
Montgomery AL 36106  
tel: 334-260-6227  
fax: 334-260-6229

**FLORIDA**

**Panama City**

7500 McElvey Road, Ste. A  
Panama City Beach, FL 32408  
tel: 850-769-4773  
fax: 850-872-9967

**Tallahassee**

3642 Peddie Drive  
Tallahassee, FL 32303  
tel: 850-576-4652  
fax: 850-576-4710

**Destin**

150 Industrial Park Road  
Suite 6  
Destin, FL 32541  
tel: 850-837-9966  
fax: 850-837-9967

**LOUISIANA**

**Baton Rouge**

11638 Sun Belt Court  
Baton Rouge, LA 70809

Geotech:  
tel: 225-751-1727  
fax: 225-752-1467

**CMT:**

tel: 225-356-4355  
fax: 225-752-1467

**Mandeville**

1933 Surgi Drive  
Suite A  
Mandeville, LA 70448  
tel: 985-626-1314

**New Orleans**

P.O. Box 19172  
New Orleans, LA 70179  
tel: 504-486-5595  
fax: 504-486-5598



Geotechnical, Environmental & Construction Materials Testing  
www.soearth.com

**WORK AUTHORIZATION SHEET**

<b>Billing Name</b>	CITY of GAUTIER				
<b>Address</b>	3330 Highway 90				
<b>City</b>	Gautier	<i>State</i>	MS	<i>Zip</i>	39553
<b>Phone</b>	<i>Fax</i>		<i>Cell</i>		
<b>email</b>					
<b>Project Name</b>	Proposed Shepard State Park Welcome Center				
<b>Location</b>	Gautier, MS				
<b>Contact</b>					
<b>Additional Reports</b>					
<b>Address</b>					
<b>City</b>		<i>State</i>		<i>Zip</i>	
<b>Phone</b>	<i>Fax</i>		<i>Cell</i>		
<b>email</b>					

Attached are our Terms & Conditions, which should be considered to be an integral part of our proposal. In order to authorize us to proceed with our services, please execute this document by signing below and return a copy to us.

Prepared by:

  
For Southern Earth Sciences, Inc.

February 25, 2016  
Date

Matt Reeves  
Print or Type Name of Representative

Authorized by:

\_\_\_\_\_  
Signature of Client Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print or Type Name of Representative



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www.soearth.com

## TERMS AND CONDITIONS

<b>Project:</b>	Proposed Shepard State Park Welcome Center
<b>Client:</b>	CITY of GAUTIER
<b>Proposal No.:</b>	P15-415.12

### Section 1 - RIGHT OF ENTRY

1.1 The client will provide right of entry for SESI and all necessary equipment in order to complete the work.

1.2 While SESI will take reasonable precautions to minimize any damage to the property, the client must understand that in the normal course of work some damages may occur, the correction of which is not part of this agreement.

### Section 2 - UTILITIES

2.1 In the execution of this work, SESI will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities.

### Section 3 - SAMPLES

3.1 Test specimens will be disposed of immediately upon completion of tests. Drilling samples will be disposed of thirty (30) days after submission of our report. Upon written request, we will retain test specimens or drilling samples for a mutually accepted storage charge.

### Section 4 - INVOICES

4.1 The outlined scope of services will be accomplished in a timely, workmanlike, and professional manner by employees of SESI, at the fees quoted. If during the execution of the work we are required to stop operations as a result of changes in the scope of work, such as requests by the client upon approval by City Council, additional charges will be applicable.

4.2 SESI will submit monthly invoices to the client and a final bill upon the completion of services.

4.3 Payment is due upon presentation of invoice and is past due forty-five (45) days from invoice date.

### Section 5 - OWNERSHIP OF DOCUMENTS

5.1 All reports, borings logs, field notes, laboratory test data, calculations, estimates, and other documents prepared by SESI, as instruments of service, shall remain property of SESI. These documents will be held to be confidential, and will not be available to any other entity unless express consent is obtained from the client.

5.2 The client agrees that all reports and other work furnished to the client and his agents, which are not paid for, will be returned upon demand and will not be used by the client for any purpose whatsoever.

5.3 SESI will retain all pertinent records relating to the services performed for a period of five (5) years following the submission of the report, during which period the records will be made available to the client at all reasonable times.

### Section 6 - DISPUTES

6.1 In an effort to resolve any conflicts that arise during the design or construction of the project, the Client and SESI agree that all disputes between them arising out of or relating to this Agreement shall be

submitted for non-binding mediation, unless the parties mutually agree otherwise.

### Section 7 - STANDARD OF CARE

7.1 Services performed by SESI under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by professionals currently practicing under similar conditions. No other warranty, expressed or implied, is made.

7.2 Field tests and boring locations described in our report or shown on our sketches are based on specific information furnished to us by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report.

7.3 The client recognizes that conditions may vary from those encountered at the locations, where borings, sampling, surveys, or explorations are made by SESI, and that the data, interpretations, and recommendations of SESI are based solely on the information available to us. SESI will be responsible for the data, interpretations, and recommendations, but shall not be responsible for the interpretations by others of the information developed.

### Section 8 - RISK ALLOCATION

The client agrees that SESI's liability, and that of its officers, directors, employees, agents, and subcontractors, to client or any third party due to any negligent professional acts, errors or omissions or breach of contract by SESI or any of its officers, directors, employees, agents or subcontractors, will be limited to the aggregate of \$3,000,000.00. This limitation shall not apply to the extent prohibited by law.

### Section 9

#### DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIAL

9.1 Client warrants that a reasonable effort to inform SESI of known or suspected hazardous materials on or near the project site has been made.

9.2 Hazardous materials may exist at the site where there is no reason to believe that they could or should be present. SESI and the client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating renegotiation of the scope of work or termination of services. SESI and the client agree the discovery of hazardous materials may also make it necessary for SESI to take immediate measures to protect health and safety.

9.3 SESI agrees to notify the client when unanticipated hazardous materials or suspected hazardous materials are encountered. The client agrees to make any disclosure required by law to the appropriate governing agencies. In the event the project site is not owned by the client, client recognizes that it is the client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

# Cost Estimate to Perform Geotechnical Services

## CITY of GAUTIER

### SESI Proposal P15-415.12

9.4 The client will be responsible for ultimate disposal of any samples secured by SESI, which are found to be contaminated.

#### Section 10 - SITE RESPONSIBILITY

10.1 If services include construction testing the client agrees that SESI will be expected to make on-site observations appropriate to the construction stage. The client further agrees that SESI will not assume responsibility for the contractor's means, methods, techniques, sequences or procedures of construction, and it is understood that the field services provided by SESI 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 geotechnical consultant to verify substantial compliance with the plans, specifications and design concepts. Continuous monitoring by SESI employees does not mean that our company is monitoring the placement of all materials.

10.2 Client agrees that the contractor(s) will be solely responsible for working conditions on the job site, including security and safety during performance of the work, and compliance with client safety requirements and OSHA regulations. It is agreed that SESI is not responsible for job or site safety or security, other than for SESI employees, and that SESI does not have the right or duty to stop the work of others.

#### Section 11 - SAMPLING AND TEST LOCATION

11.1 Unless otherwise stated, the fees in this proposal do not include costs associated with the surveying of the site for the accurate horizontal and vertical locations of the tests. Field tests or boring locations described in a report or shown in sketches are based upon information furnished by others or estimates made in the field by our representatives. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated. If the client specifies the test or boring location, we reserve the right to deviate a reasonable distance from the location specified.

#### Section 12 - INSURANCE

12.1 SESI represents and warrants that it and all its agents, staff, and consultants employed by it are protected by Worker's Compensation insurance and that SESI has such coverage under public liability and property damage insurance policies which SESI deems to be adequate. Certificates for all such policies of insurance can be provided to client upon written request. Within the limits and conditions of such insurance, SESI agrees to indemnify and save client harmless from and against any loss, damage or liability arising from any negligent acts by SESI, its agents, staff and consultants employed by it. SESI shall not be responsible for any loss, damage, or liability beyond the amounts, limits and conditions of such insurance to the extent permissible under Mississippi law. SESI shall not be responsible for any loss, damage, or liability arising from any acts by client, staff, or any other consultants employed by it to the extent permissible under Mississippi law.

#### Section 13 - TERMINATION

13.1 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 the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before the expiration of the period specified in the written notice. In the event of termination, SESI shall be paid for services performed to the termination notice date.

#### Section 14 - ASSIGNS

14.1 Neither the Client nor SESI may delegate, assign, sublet or transfer his duties or interest in this Agreement without the written consent of the other party.

#### Section 15 - ENTIRE AGREEMENT

15.1 This Agreement constitutes the entire Agreement and the terms set forth above supersede all previous correspondence and Agreements.

#### Section 16 - EQUAL OPPORTUNITY EMPLOYER

SESI prohibits discrimination because of race, color, religion, handicap, sex, or national origin. SESI promotes equal opportunity in employment through continuing programs of affirmative