

## KIM REYNOLDS

---

**From:** REGINA LECROY  
**Sent:** Wednesday, May 11, 2022 10:45 AM  
**To:** KIM REYNOLDS  
**Cc:** TREY GAUNTT  
**Subject:** FW: Terracon PSA.pdf  
**Attachments:** Terracon PSA.pdf

Kim:

This was the only proposal we received on the RFQ for geotechnical services for the jail expansion project that we put on Ebid. This is the PSA for it.

Thanks!

Gina LeCroy  
Administrative Assistant  
Shelby County Facilities & General Services  
280 McDow Road  
Columbiana, AL 35051  
(205) 670-6462

---

**From:** REGINA LECROY  
**Sent:** Wednesday, May 11, 2022 10:17 AM  
**To:** CHAD SCROGGINS <cscroggins@shelbyal.com>  
**Cc:** KIM REYNOLDS <kreynolds@shelbyal.com>  
**Subject:** Terracon PSA.pdf

Good morning. Attached is a professional services agreement for your signature.

Thanks!

Gina LeCroy  
Administrative Assistant  
Shelby County Facilities & General Services  
280 McDow Road  
Columbiana, AL 35051  
(205) 670-6462



SHELBY COUNTY, ALABAMA  
*CONTRACT FOR PROFESSIONAL SERVICES*  
*Rev. 5/7/2012*

WITNESS THIS AGREEMENT, entered into as of this \_\_\_\_\_ day of May 2022, by and between SHELBY COUNTY, ALABAMA, a political subdivision of the State of Alabama (hereinafter called the COUNTY) and TERRACON CONSULTANTS, INC (hereinafter called the CONSULTANT).

WHEREAS, the COUNTY is currently engaged in the following described PROJECT and desires to contract with the CONSULTANT to render technical and professional services as are hereinafter described in connection with the PROJECT as requested by COUNTY, which said PROJECT is described as follows:

PROJECT description: Geotechnical Engineering Services for Jail Expansion Project, Shelby County, Alabama

NOW, THEREFORE, in consideration of the above premises and in consideration of the mutual covenants and agreements contained herein, the parties hereto do hereby agree, covenant, and contract as follows:

**Section 1. Employment of CONSULTANT**

The COUNTY agrees to and does hereby engage the CONSULTANT, and the CONSULTANT hereby agrees to perform the services hereinafter described for the COUNTY, in a competent and professional manner consistent with the highest standards normally accepted within the industry and within CONSULTANT'S professional field of expertise.

**Section 2. Scope of Services**

The CONSULTANT shall provide professional and technical assistance to the COUNTY to include, but not necessarily be limited to the services and activities described in the attached proposal from the CONSULTANT to the COUNTY dated the 9th day of May 2022.

**Section 3. Time of Performance**

Services to be provided by the CONSULTANT shall commence upon execution of this contract and will continue for a period of time not to exceed 30 calendar days from the date of this contract.

**Section 4. General Provisions**

(a) *Personnel.* The CONSULTANT warrants that it has the professional expertise and personnel capable of performing the services, as called for herein, in a satisfactory and proper manner, or will secure the services of such personnel as may be required to perform such services.

(b) *Office Space.* The CONSULTANT agrees to provide and maintain the office space and facilities required to perform all services as called for under this Agreement, at no expense to the COUNTY.

(c) *Subcontracts.* None of the work or services covered by this contract shall be subcontracted without the prior written approval of the COUNTY. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

(d) *Access to Materials.* The COUNTY agrees to make available to the CONSULTANT, upon request, any maps, documents, and planning materials or any other information in its possession or otherwise readily available, which has a direct bearing on the PROJECT, at no expense to the CONSULTANT.

(e) *Communications.* The representatives of the COUNTY and the CONSULTANT to whom communications regarding the PROJECT which is the subject of this contract should be directed are as follows:

(1) COUNTY: Trey Gauntt, PE, Chief Engineer  
Shelby County Department of Development Services  
1281 Highway 70  
Columbiana, Alabama 35051  
(205) 669-3737  
(205) 670-5141 fax

(2) CONSULTANT: Bryan C. Ritenour, P.E.  
Terracon Consultants, Inc.  
2147 Riverchase Office Road  
Birmingham, AL 35244  
(205) 942-1289  
(205) 443-5302 fax

## **Section 5. Compensation and Method of Payment**

For services rendered under this Agreement the COUNTY agrees to pay the CONSULTANT for all COUNTY approved costs, direct and indirect, attributable to the services rendered as described in Section 2 of this Agreement, including compensation for staff time, travel, postage, copying, supplies, and other items necessary to the fulfillment of the terms and conditions of this Agreement. Such payment shall be due monthly and upon program completion upon presentation of written statements certifying such amounts are due and payable. The total amount to be paid by COUNTY for services rendered by the CONSULTANT shall not exceed Fourteen Thousand Seven Hundred Ten Dollars (\$14,710.00). Any additional fees must be approved by the COUNTY in writing prior to performance of additional work and shall be in accordance with the attached schedule of standard charges.

## **Section 6. Terms and Conditions**

(a) *Termination of Contract for Cause/Breach of Contract.* If through any cause the CONSULTANT shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the CONSULTANT shall violate any of the covenants, agreements, or stipulations of this contract, the COUNTY shall thereupon have the right to terminate this contract by giving written notice to the CONSULTANT of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, or other materials prepared by the CONSULTANT under this contract shall, at the option of the COUNTY, become its property and the CONSULTANT shall be entitled to receive just and equitable compensation for any work completed on such documents or materials to the satisfaction of the COUNTY.



Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Contract by the CONSULTANT, and the COUNTY may withhold any payments to the CONSULTANT for the purpose of set-off until such time as the exact amount of damages due the COUNTY from the CONSULTANT is determined.

(b) *Termination for Convenience of the COUNTY.* The COUNTY may terminate this contract at any time, with or without just cause, by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of such termination. In such event, all finished or unfinished documents and other materials as described in the above clause, shall, at the option of the COUNTY, become its property.

If the Contract is terminated by the COUNTY as provided herein, the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and materials. The CONSULTANT shall also be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses not otherwise reimbursed under this contract incurred by the CONSULTANT during the contract period which is directly attributable to the uncompleted portion of the services covered by this contract. If this contract is terminated due to the fault of the CONSULTANT, the above clause relative to termination shall apply.

(c) *Changes.* The COUNTY may, from time to time, request changes of the CONSULTANT in the scope of services to be performed hereunder. Such changes, or renegotiation, including any increase or decrease in the amount of the CONSULTANT's compensation, which is mutually agreed upon by and between the COUNTY and the CONSULTANT, shall be incorporated in written amendments to this contract. The contract can be extended under mutually agreed provisions through a written amendment to this document.

(d) *Assignability.* The CONSULTANT shall not assign any interest on this contract and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the COUNTY provided, however, that claims for money by the CONSULTANT from the COUNTY under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be promptly furnished to the COUNTY.

This Agreement shall be binding upon and inure to the benefit of any successor to the COUNTY and such successor shall be deemed substituted for the COUNTY under the terms of this Agreement. As used in this Agreement, the term "successor" shall include any person, firm, employer, or other business entity which at any time, whether by merger, purchase, or otherwise, which assumes or is assigned responsibility of the COUNTY for the covered PROJECT. This Agreement shall also be binding upon and inure to the benefit of the CONSULTANT, his heirs, executors, and administrators.

(e) *Reports and Information.* The CONSULTANT, at such times and in such forms as the COUNTY may require, shall furnish to the COUNTY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

(f) *Findings Confidential.* All of the reports, information, data, etc., given to or prepared or assembled by the CONSULTANT under this contract are confidential, and the CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of the COUNTY.

(g) *Ownership of Documents.* The COUNTY shall be provided with a digital copy of the final report and all computer drawings files, and Mylar originals of all major drawings when the project is completed. Copies of

sketches, notes, computations, and other data shall be furnished upon request. The CONSULTANT shall be released of any subsequent liabilities resulting from extensions or enlargements of the originals.

(h) *Publication, Reproduction, and Use of Material.* No material produced in whole or in part under this contract shall be subject to copyright by or on behalf of the CONSULTANT in the United States or in any other country. The COUNTY shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared under this contract.

(i) *Compliance with Local Laws.* The CONSULTANT shall comply with all applicable laws, ordinances, and codes of the U. S. Government, the State of Alabama, any relevant municipality, and the COUNTY, and, specifically and without limitation, shall comply with all provisions of the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, commonly referred to as the Immigration Act, any amendments thereto from time to time, and shall document CONSULTANT'S compliance with said law and submit to the COUNTY or at the direction of COUNTY any and all affidavits and proof as are from time to time required by law or required by COUNTY .

(j) *Audits and Inspection/Access to Records/Record Retention.* At any time during normal business hours, with prior arrangement and as often as the COUNTY may deem necessary, the CONSULTANT shall make available to the COUNTY for examination all of its records with respect to matters covered by this contract and will permit the COUNTY to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this contract.

The CONSULTANT shall retain all books, documents, papers, and records which are directly pertinent to this contract for a period of six (6) years following completion of the contracted work and expiration of the contract, unless written permission to destroy them is granted by the COUNTY.

(k) *Interest of Members of the COUNTY and Other Local Public Officials.* No officer, member, or employee of the COUNTY, and no member of its governing body, and no other public official of the governing body of the locality or localities in which the PROJECT is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this PROJECT, shall participate in any decision relating to this contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested or has any personal or pecuniary interest, direct or indirect, in this contract or the proceeds thereof. The CONSULTANT shall take appropriate steps to assure compliance.

(l) *Interest of the CONSULTANT.* The CONSULTANT covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The CONSULTANT further covenants that, in the performance of this contract, no person having any such interest shall be employed.

## **Section 7. Additional Services of CONSULTANT**

If authorized in writing by the COUNTY, the CONSULTANT shall furnish additional services which are not considered as an integral part of the Scope of Services herein. Under this Agreement, all costs for additional services will be negotiated as to activities and compensation. Upon mutual agreement between the COUNTY and the CONSULTANT, and written authorization from the COUNTY to proceed, the CONSULTANT will provide the additional service.



## **Section 8. Tax Responsibilities of CONSULTANT**

The parties to this Agreement agree that the CONSULTANT is an independent firm or person and that the relationship created by this Agreement is that of an independent CONSULTANT. Further, the parties agree that the CONSULTANT is not an employee of the COUNTY and will not be treated as such for federal income tax purposes. In this regard, the CONSULTANT acknowledges and accepts all tax responsibilities imposed by federal income tax laws, and any applicable state income tax laws, on self-employed persons, including, but not limited to, the responsibility of withholding from income the required amounts for federal income taxes, Social Security taxes, federal unemployment tax, and applicable state and local income taxes.

## **Section 9. Non-Exclusive Contract**

The CONSULTANT shall devote his time, attention, and energies to the fulfillment of this Agreement. If, after satisfying his responsibilities to the COUNTY, the CONSULTANT desires to render similar services to any other persons, or on behalf of any other firms, associations, or corporations, then the CONSULTANT may contract for such services; provided, however, that in the event that the rendering of such additional services by the CONSULTANT interferes, in the opinion of the COUNTY, with the quality of services rendered to the COUNTY, then the COUNTY shall have the option of either requesting the CONSULTANT to cease performing such additional services or canceling this Agreement.

## **Section 10. Independent CONSULTANT Relationship**

In the performance of the work, duties, and obligations evolving under this Agreement, it is mutually understood and agreed that the CONSULTANT is at all times serving as an independent consultant providing the COUNTY with services as a consultant. Amounts paid to the CONSULTANT by the COUNTY as compensation for providing said services are for services purchased, and amounts paid to the CONSULTANT shall be deemed to be fees for services to an independent consultant and shall not be subject to any withholding. It is expressly understood that the COUNTY is interested only in the results to be achieved, and the conduct and control of the work will be the sole responsibility of the CONSULTANT. The CONSULTANT is not considered to be an agent or employee of the COUNTY for any purpose and the CONSULTANT will not be eligible to participate in any benefits the COUNTY provides for its own employees. It is further understood and agreed that the COUNTY does not agree to use the CONSULTANT exclusively. It is further understood and agreed that, except as provided herein, the CONSULTANT is free to contract for similar services to be performed for others during the term of this Agreement.

END OF PAGE 5

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the COUNTY and the CONSULTANT have caused this Agreement to be executed by their duly authorized officers on the day and year first above written.

SHELBY COUNTY

By: \_\_\_\_\_

Chad Scroggins  
County Manager

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_

Consultant's Representative

ATTEST:

\_\_\_\_\_



May 9, 2022

Shelby County Development Services  
1123 County Services Drive  
County Services Building  
Pelham, AL 35124

Attn: Trey Gauntt  
Manager, Facilities and General Services  
E: [tgauntt@shelbyal.com](mailto:tgauntt@shelbyal.com)

Re: Proposal for Geotechnical Engineering Services  
Shelby County Jail Additions  
Columbiana, Shelby County, Alabama  
Terracon Proposal No. PE1225078

Dear Mr. Gauntt:

We appreciate the opportunity to submit this proposal to Shelby County Development Services Geotechnical Engineering services for the inmate housing addition at the Shelby County Jail. In 2001, Terracon performed a Geotechnical Exploration for the site of the existing Shelby County Jail. The 2001 services consisted of twenty-nine (29) borings and preparing a Geotechnical Engineering Report. The following are exhibits to the attached Agreement for Services.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location
Exhibit E	Anticipated Exploration Plan
Exhibit F	Geotechnical Budget Estimate Worksheet

Our base fee to perform the Scope of Services described in this proposal is **\$ 14,710**. See Exhibits C and F for more details of our fees and consideration of additional services. In Exhibit C the client is given to option to authorize the scanning of each boring location for underground utilities (**\$1,700 additional**) and for authorizing site seismic classification using geophysical methods (**\$3,500 additional**).



Your authorization for Terracon to proceed in accordance with this proposal can be executed by preparing a Shelby County Professional Services Agreement.

Sincerely,

**Terracon Consultants, Inc.**



Bryan C. Ritenour, P.E.  
Senior Engineer



Jerome A. Smith, P.E.  
Senior Engineer, Principal

## EXHIBIT A - PROJECT UNDERSTANDING

Our Scope of Services is based on our understanding of the project as provided by HOK, and as described below. We request the design team verify all information tabularized below prior to executing the attached Agreement For Services.

### Site Location and Anticipated Conditions

Item	Description
Site Location	The project site is located at the existing Shelby County Jail in Columbiana, Alabama (See Exhibit D). Approximate GPS coordinates are 33.1859N, 86.6261W
Existing Improvements	Existing Shelby County Jail complex
Current Ground Cover	Mostly grass, few concrete sidewalks
Existing Topography	The site is relatively level to gently sloping.
Site Access	We expect all exploration locations for the scope described in this proposal are accessible with a ATV mounted drill rig.

### Planned Construction

Item	Description
Information Provided	Site layout plan and information provided via email by HOK and Shelby County Development Services
Project Description	New Inmate Housing Additions (Approximately 45,000 SF)
Building Construction	Two-story masonry construction with a concrete slab-on-grade
Finished Floor Elevation	Assumed to match the adjacent housing
Maximum Loads	Estimated 75 kips for columns (Mr. Greg Tucker) Estimated 7 klf for walls (Mr. Greg Tucker) Assumed 100 psf for floor slab
Grading (Assumed)	We anticipate 3 feet or less of cut/fill will be required to grade the site.
Free-Standing Retaining Walls (Assumed)	None



## EXHIBIT B - SCOPE OF SERVICES

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

### Field Exploration (Soil Borings)

Terracon proposes the boring locations and depths tabulated below. See also **Exhibit E**.

Number of Borings	Planned Boring Depth (feet) <sup>1</sup>	Planned Location
11	20, or auger refusal if shallower	Proposed Building (See Exhibit E)
3	10, or auger refusal if shallower	Proposed Perimeter Roadway (See Exhibit E)

<sup>1</sup>. Below ground surface

**Boring Layout and Elevations:** We will locate the borings by taping from existing site features. Approximate elevations will be obtained by interpolation from the provided site specific, surveyed topographic map. Boring locations may be offset from the planned locations shown on Exhibit E due to buried utilities, surface and overhead obstructions, soft ground, or other conflicts.

**Subsurface Exploration Procedures:** We will advance soil borings with a ATV-mounted drill rig using continuous flight augers (solid stem and/or hollow stem, as necessary, depending on soil conditions). Four to five samples will be obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. Soil sampling is typically performed using thin-wall tube and/or split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by our staff. In addition, we will observe and record groundwater levels during drilling and sampling.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials encountered during drilling, and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation, and include modifications based on observations and laboratory tests.

**Site Access:** Our fee is based on the site being accessible to our ATV-mounted drilling equipment and Terracon providing layout of the borings; additional costs may result if this is not the case. It does not include services associated with site clearing, wet ground conditions, tree or shrub clearing or damage of existing landscape. If such conditions are known to exist on the site, Terracon should be notified so that we may adjust our scope of services and fee, if necessary.



We understand that there are no special provisions for working inside the secure fenced area such as background checks, orientation, badging, etc. Also, we understand that there are no restrictions on work hours between 7:00 AM and 5:00 PM.

Terracon must be granted access to the site by the property owner. By acceptance of this proposal, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the Scope of Services.

**Property Disturbance:** All borings will be backfilled immediately after their completion with auger cuttings. We will take reasonable efforts to reduce damage to the property as a result of our exploration activities, such as rutting of the ground surface. Our services do not include repair of the site beyond backfilling our boreholes. Excess auger cuttings will be dispersed in the general vicinity of the borehole. Borehole backfill material often settles below the surface after a period. To reduce the risk of surface settlement, we have budgeted to plug the upper 18 inches of the boreholes with a cement mixture. Also, we recommend boreholes to be periodically checked by the Shelby County staff and backfilled, if necessary. We can provide this service, for additional fees, at your request.

## **Safety**

We are committed to the conduct of our work safely. Our field exploration work on this project will be conducted under the guidance of a safety plan that takes into account the information that we know about this site as it relates to safety and potential safety hazards. Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate.

Our field crews will make excavations to sample the soils. Such excavations could encounter subsurface utilities and/or environmental hazards. We will contact the Alabama One Call regarding location of utility lines at the project site. The utility locator service requires 48 hours to locate and mark utilities. We will not perform excavations without an understanding of the subsurface utilities present based upon markings made by the various responsible parties. However, such utility location services only delineate subsurface utilities in public easements, and the potential to encounter other, unknown underground hazards remains. If there are public or private utilities not included in the One Call request, locating of those will be the client's responsibility. If such private utilities cannot be delineated by the Client, the Client agrees to make arrangements with a private utility company regarding the location of any other public and private utilities or authorize Terracon to retain a private utility line locator.

In Exhibit C, the client is provided the option of authorizing the private scanning of each of the boring locations for the presence of buried utilities. There are limitations to the use of GPR to locate underground objects due to field conditions, soil moisture, material types, masking of a deeper embedment, and thickness of the material to which Ground Penetrating Radar (GPR) services are applied. Also, some objects are not detectable by any means of imaging technology.

Terracon is not responsible to the extent of any loss, damage, or injury caused by the failure to locate a utility properly or inaccurate and/or incomplete information provided by others.

### Field Exploration (Geophysical)

**Refraction Microtremor (ReMi):** In lieu of determining the seismic site class using the N-values recorded during the standard penetration testing, we have included an option in Exhibit C for authoring a geophysical exploration to determine the seismic site class for the site. If authorized, we have proposed two site traverses. Terracon will use a seismic refraction system consisting of a seismograph and 24 geophones to derive subsurface seismic velocity information. A linear array of 24 geophones will be placed and the following types of seismic data will be recorded:

- *Refraction microtremors* produced by ambient seismic noise are recorded. The data is then processed using a wavefield-transformation data-processing technique and an interactive Rayleigh-wave dispersion-modeling tool. The refraction microtremor exploits aspects of spectral analysis of surface waves (SASW) and multi-channel analysis of surface waves (MASW) to derive a shear wave (s-wave) profile and an average shear-wave velocity along the array for a corresponding depth.

Data reduction and processing will occur after demobilization from the site. The summary report will include a description of the methodology, our data acquisition and analysis procedures, and a discussion regarding our interpretation of the results. The report will also include the following:

- A site location map showing the approximate location of each seismic line
- A brief description of the methods and equipment used
- Seismic report outputs would consist of 1D models and site class based on the seismic velocity and the ground truth data available

### Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of field work. The anticipated laboratory testing will likely include the following:

- Moisture content
- Atterberg limits/Sieve Analysis

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the material's texture and plasticity, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).



## Engineering and Project Delivery

Results of our field and laboratory programs will be evaluated by a professional engineer. The engineer will develop a geotechnical site characterization, perform the engineering calculations necessary to evaluate foundation alternatives, and develop appropriate geotechnical engineering design criteria for earth-related phases of the project.

Your project will be delivered using our **GeoReport®** system. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan will be posted for review and verification
- Site Characterization – Findings of the site exploration
- Geotechnical Engineering – Recommendations and geotechnical engineering report

When services are complete, we upload a printable version of our completed geotechnical engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil classification
- Groundwater levels observed during and after the completion of drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Recommended foundation options and engineering design parameters
- Estimated settlement of foundations
- Recommendations for design and construction of interior floor slabs
- Seismic site classification based on N-Values or Refraction Microtremor (ReMi), if authorized
- Subgrade preparation/earthwork recommendations
- Pavement recommendations based on local practices

## Additional Services

In addition to the services noted above, the following are often associated with geotechnical engineering services. Fees for services noted above do not include the following:



**Review of Plans and Specifications:** Our geotechnical report and associated verbal and written communications will be used by others in the design team to develop plans and specifications for construction. We are available to review the earthwork related portions of the project drawings and specifications and to confer with the design team after submittal of our report. Such follow-up services are beyond the scope of this proposal and would be charged on a time and materials basis. We will obtain your specific authorization prior to providing any additional services.

**Observation and Testing of Pertinent Construction Materials:** Development of our geotechnical engineering recommendations and report relies on an interpretation of soil conditions. This is based on widely spaced exploration locations, and assuming construction methods will be performed in a manner sufficient to meet our expectations and is consistent with recommendations made at the time the geotechnical engineering report is issued. We should be retained to conduct construction observations, and perform/document associated materials testing, for site preparation, foundation, and pavement construction. This allows a more comprehensive understanding of subsurface conditions and necessary documentation of construction, to confirm and/or modify (when necessary) the assumptions and recommendations made by our engineers.

**Perform Environmental Assessments:** Our Scope for this project does not include, either specifically or by implication, an environmental assessment of the site intended to identify or quantify potential site contaminants. If the client/owner is concerned about the potential for such conditions, an environmental site assessment should be conducted. We can provide a proposal for an environmental assessment, if desired.

## EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

### Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table:

Task	Fee
Subsurface Soil Boring Exploration, Laboratory Testing, Geotechnical Report	\$ 14,710

Additional services not part of the base fee include the following:

Additional Services (see Exhibit B)	Lump Sum Fee	Initial for Authorization
Private Utility Locate Service to scan each borehole location <sup>1</sup>	\$1,700	
Seismic Site Class by Refraction Microtremor (ReMi)	\$3,700	

1. If the owner/client is unable to accurately locate private utilities, we can subcontract a private utility locating firm and/or utilize geophysical equipment, if necessary. The detection of underground utilities is dependent upon the composition and construction of utility lines. Some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private locate service does not relieve the owner of their responsibilities in identifying private underground utilities.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. In the event that we encounter unanticipated conditions (e.g., deeper uncontrolled debris fill) that would require variation in the work scopes as noted in Exhibit B, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

### Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, this does not account for delays in field exploration beyond our control, such as weather conditions, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

<b>GeoReport® Delivery</b>	<b>Posting Date from Notice to Proceed <sup>1, 2</sup></b>
Project Planning	Posted within 3 business days after NTP
Field Exploration	20 to 25 business days Estimated 3 days on-site for soil borings
Geotechnical Engineering	15 business days after Field Exploration completion

1. Upon receipt of your notice to proceed we will activate the schedule component of our **GeoReport®** website with specific, anticipated calendar days for the three delivery points noted above as well as other pertinent events such as field exploration crews on-site, etc.
2. We will maintain a current calendar of activities within our **GeoReport®** website. In the event of a need to modify the schedule, the schedule will be updated to maintain a current awareness of our plans for delivery.



## EXHIBIT D – SITE LOCATION

Shelby County Jail Additions ■ Columbiana, Alabama  
May 9, 2022 ■ Terracon Proposal No. PE1225078

Terracon



DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY BING



**EXHIBIT E – ANTICIPATED EXPLORATION PLAN**  
Shelby County Jail Additions ■ Columbiana, Alabama  
May 9, 2022 ■ Terracon Proposal No. PE1225078

**Terracon**



DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

DRAWING PROVIDED BY HOK



## EXHIBIT F – GEOTECHNICAL BUDGET ESTIMATE WORKSHEET

<u>FIELD SERVICES</u>	Qty	Unit	Price	Total
Mobilization	1	Ea	700.00	700.00
ATV Daily Surcharge	3	Ea	275.00	825.00
Minimum Daily Drilling Rate		Ls	2,400.00	
Standby for Drilling Access		Hr	100.00	
Soil Borings (0' to 20')	11	Ea	300.00	3,300.00
Soil Borings (0' to 10')	3	Ea	175.00	525.00
Cement/Grout plug of borehole	14	Ea	50.00	700.00
Field Engineer	3.5	Dy	1,500.00	5,250.00

**Estimated Field Services** **\$ 11,300.00**

<u>LABORATORY TESTING</u>				
Natural Moisture Content	25	Ea	10.00	250.00
Atterberg Limits	2	Ea	90.00	180.00
Sieve Analysis	2	Ea	90.00	180.00
Standard Proctor		Ea	110.00	
California Bearing Ratio (CBR)		Ea	350.00	

**Estimated Laboratory Testing** **\$ 610.00**

### ENGINEERING SERVICES

Engineering Aide	Hr	95.00
Staff Engineer	Hr	110.00
Project Engineer I, P.E.	Hr	125.00
Project Engineer II, P.E.	Hr	145.00
Senior Project Engineer, P.E.	Hr	170.00
Senior Engineer, P.E.	Hr	190.00
Senior Consultant, P.E.	Hr	250.00
Secretarial Services	Hr	55.00
CADD Drafting Services	Hr	80.00

**Estimated Engineering Services** **\$ 2,800.00**

---

**TOTAL ESTIMATED GEOTECHNICAL BUDGET** **\$14,710.00**

Shelby County Commission  
Terracon Consultants, Inc.

**Supplemental Terms and Conditions:**

(a) Consequential Damages. Neither party shall be liable to the other for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, indirect, punitive, or exemplary damages..

(b) Standard of Care/Warranty. Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale, but CONSULTANT MAKES NO OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(c) Site Access and Safety. Shelby County shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Shelby County's contractors, subcontractors, or other parties present at the site.

(d) Indemnity. Consultant shall indemnify and hold harmless Shelby County and its employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by Consultant's negligent acts, errors, or omissions.



April 8, 2022

## Geotechnical RFQ for Shelby County AL Jail Expansion

### Full Industry Standard Geotechnical Report:

An industry standard full geotechnical report specific to the project, complete with foundation recommendations will need to be provided. Geotechnical services shall include, but not be limited to, complete soil borings and testing per notes below.

The Geotechnical Engineer shall provide the following:

- Borings as required for compressive geotechnical report and recommendations.
- Recommended foundation types.
- Building subgrade undercut and fill compaction recommendations.
- Slab on grade design parameters.
- For shallow foundations (if applicable): allowable bearing pressures, friction coefficients and soil stiffness.
- For deep foundations (if applicable): compression and tension capacities, lateral capacity, bending moments and vertical stiffness.
- Recommendations for alternate foundation systems (aggregate piers/others) if applicable.
- Lateral earth pressures on retaining and/or subgrade walls for earth at rest, active, and passive.
- Lateral earth pressures on retaining and/or subgrade walls due to seismic loads. – Not sure this is applicable\*\*\*\*
- Lateral earth pressure design pressure profiles for retaining and/or subgrade walls including effects of water table.
- Friction Coefficients (please specify the factor of safety if it is included in the friction coefficient value).
- Typical soil density and permeability.
- Frost depth for the site.
- Subsurface compositions to include locations and compositions of bearing strata and bedrock.
- Suitability of excavated material to be used as structural fill or backfill to retaining structures.
- Level of water table and dewatering requirements for the site.
- Recommendations for drainage systems on the underside of slabs and back of retaining walls.
- Seismic design criteria including Site Class and Maximum Considered Earthquake (MCE) spectral response accelerations  $S_s$  and  $S_1$ .
- Testing requirements for foundation elements, including if applicable, appropriate pile, pier and/or caisson tests.
- Recommendations for construction means and methods for foundation and retaining systems used in the project.

- Backfill recommendations and compaction
- Pavement and parking area pavement subgrade requirements
- Specification recommendations for deep foundations, **if applicable**.
- Additional recommendations as deemed necessary for proper design and installation of foundation elements

#### **Notes on Structural Borings:**

- Depth of structural borings to be determined by Geotech, deep foundation requirements and depth to bedrock shall be considered.
- Geotech shall provide commentary on the boring layout prior to proceeding with boring work. Actual structural boring locations shall be coordinated with the proposed structure's likely footprint once identified and verified prior to commencing boring work.
- Coordinate with all utility providers prior to commencing any boring operations
- Varying environmental conditions should be considered as part of a Health and Safety Plan.



Key:  
■ = Proposed Boring  
● =

