



Gulf Shore License No. 256306
MAY 20, 2021

CENTRAL BIDDING FROM CENTRAL AUCTION HOUSE

c/o: JEFFERSON PARISH-WEST BANK PURCHASING DEPARTMENT
200 Derbigny Street, Suite 4400
Gretna, LA 70043

Re: Proposal for Construction Materials Testing
AVENUE D DRAINAGE IMPROVEMENTS PROJECT
Allo Avenue-(Between 4 th Street and 6 th Street) Phase VIII
Marrero, Jefferson Parish, LA 70072
Solicitation No.: 75100036
Public Works Project No.: 2019-014-DR
State Project No.: 576-26-0028(338)/ H.003559
Proposal No. GS-NOLA 21-084

To Whom It May Concern:

Gulf Shore Exploration & Testing (GS) is pleased to submit the following proposal for performing construction materials testing services for the referenced project. This proposal includes our estimated fees for providing the quality control testing services required for the **AVENUE-D DRAINAGE IMPROVEMENT PROJECT-Allo Avenue**, located in Marrero, Jefferson Parish, Louisiana.

The GS team currently AASHTO, ASTM and CCRL-validated laboratory in the New Orleans. The project will be assigned a project manager, field technical personnel, support technicians, laboratory technicians, and administrative support personnel.

We understand that the work of qualified technical staff alone does not guarantee a successful project. The success of a managed process is critical to the identification, deployment, and the management of all the necessary resources to get the job done. The final result of a managed project should be achieved efficiently, effectively, and in a quality manner and timely fashion leading to a satisfied client.

GS will provide an experienced team of technical personnel to deliver the outlined services in general accordance with the project specifications. The team developed for this program is comprised of individuals selected for their qualifications, attitude, and technical abilities to complete the following scope of services:

1. Soil Inspection: Field & Laboratory Testing
2. Field Vibration Monitoring Inspection
3. Field Concrete Inspection: Field & Laboratory Testing
4. Field Concrete Tests Samples Cylinder Procurement
5. Field Asphalt Inspection: Field & Laboratory Testing
6. Batch Plant Inspection: Concrete & Asphalt-(If Needed)
7. Project Manager-Field & Laboratory Report Evaluation

We, at Gulf Shore Exploration & Testing, appreciate the opportunity to offer our services to this project and look forward to our continued involvement with your team during the project. If you should have any questions, please do not hesitate to call me at the office at **504.482.1824**, on my cell at **504.228.4724** or to email me at **sstock@gulfshore.net**.

Respectfully submitted,
Gulf Shore Exploration & Testing



Steven L. Stock
Construction Material Testing Manager

Avenue D Drainage Improvements Project Approach and Assignments

Gulf Shore Exploration & Testing is uniquely positioned in our ability to assemble a project team comprising well experienced and dedicated personnel. Our in-house staff includes engineers and technicians who are experienced and certified in the required testing standards. We do not anticipate any problems in devoting the personnel or equipment and financial resources to complete all phases of the project.

Field project assignments will be under the supervision of the Project Manager for all the testing and inspection activities. They will ensure that proper procedures are being followed and that calibrated testing equipment is in use. This representative will also determine the level and degree of report documentation of the construction activities monitored.

Field laboratory assignments for all aggregate, earthwork, and concrete materials testing activity will be coordinated between the Technician and Project Manager. They will determine the urgency of the testing results required and assign appropriate technical labor to complete the task in a timely manner. All testing and results will be quality-controlled by our Construction Materials Testing Manager.

Quality Control and Quality Assurance

Gulf Shore Exploration & Testing maintains a comprehensive quality program for all of our construction materials engineering and testing activity. Our quality program and manual meet's the appropriate accreditation and calibration requirements.

Quality assurance is recognized as a function affecting all company levels and ever individual within the company. We are committed to a fully comprehensive QA/QC program to ensure that the program encompasses the values and components that meet or exceed the expectations for quality in a project.

Safety Record and Approach

Gulf Shore Exploration & Testing will maintain a safe working environment during the performance of this project. Daily tailgate safety meetings will be held with the field testing and inspection crews at the beginning of each shift, and monthly for all laboratory technicians. Field and laboratory personnel will always be required to wear Personal Protection Equipment (PPEs).

GULF SHORE EXPLORATION & TESTING

SCHEDULE OF SERVICES & FEES - CONSTRUCTION QUALITY CONTROL EFFECTIVE THROUGH-(End of the Project)

Laboratory Testing Services

Laboratory testing of test specimens' accordance with ASTM procedures and project specifications including:		
Compressive Strength of Concrete Cylinders	Each	\$ 15.00
Reserves Cylinders not tested, including curing	Each	\$ 15.00
Mortar and Grout Cubes.....	Each	\$ 20.00
Moisture Density Relationship of soils:		
ASTM D-698 (Standard Proctor)	Each	\$ 165.00
ASTM D-1557 (Modified Proctor)	Each	\$ 220.00
Sieve Analysis		
Unwashed	Each	\$ 120.00
Washed #200	Each	\$ 45.00
Atterberg Limits Determination (ASTM D-4318)	Each	\$ 85.00
Organic content (ASTM D-2974-C)	Each	\$ 75.00
Soil moisture content (ASTM D-2216, ASTM D-4673)	Each	\$ 20.00

Field Testing Services

Engineering technician services for field testing as requested by owner, engineer.

1. Field Reinforcing Steel Inspection		
2. Field Vibration Monitoring Inspection		
3. Field Concrete Testing & Inspection		
4. Concrete Test Cylinder pickup		
5. Field Soil Testing & Inspection	Per Hour	\$ 35.00
Senior engineering technician services for such items as:		
1. Concrete, Timber or Asphalt batch plant observation-(If Needed)	Per Hour	\$ 105.00
1. Field Structural Steel & Welding Inspection-(If Needed)	Per Hour	\$ 115.00
Transportation charge for field observation services	Per Trip	\$ 25.00
Test review and report evaluation (per report)	Per Report	\$ 20.00
Field Test Equipment-(Troxler, Vibration Monitor, Scale or Roll-A-Meter)	Per Day	\$ 30.00

Engineering Services

Services for contract administration laboratory and field engineering and consultation.

1. Project Manager	Per Hour	\$ 130.00
2. Project Engineer-(If Needed).....	Per Hour	\$ 160.00
3. Professional Engineer-(If Needed)	Per Hour	\$ 185.00

Estimated Cost for Avenue D Drainage Improvements Project

Field & Laboratory Testing & Inspection Service \$ 46,380.00

Remarks

- Services and fees not listed above may be quoted upon request.
- Technician Time is portal to portal. A minimum charge of 4 hours will be applied for all field services. Field technician time is charge (I.E.: billed/invoice) to the next half hour increment.
- Overtime rates are applicable for all time over eight (8) hours per day and any work done on Saturdays, Sundays, and holidays. Overtime rates will be 1.5 times normal rates or as listed above.
- A minimum trip charge of \$25.00 will apply to all trips to the project site. A mileage rate of \$0.75 per mile will apply for offsite sampling and inspection trips.
- Rates involving mileage (including transportation, mobilization and trip charges) are subject to change based upon increases in the national average gasoline price.
- The prices listed above include copies of the report distributed by email in accordance with your instructions.
- Gulf Shore Exploration has no right or obligation to stop the contractor's work. The contractor or client will defend and hold Gulf Shore Exploration & Testing harmless for any claims filed by the owners or occupants of nearby structures who claim that the vibrations damaged their structures or interfered with their business. Gulf Shore Exploration & Testing shall be named additional insured on the Contractor's insurance for claims related to vibration monitoring damage.

NOTE: This unit rate proposal was developed based on the limited information available to Gulf Shore Exploration & Testing and our experience with projects of similar scope. The actual cost of testing may decrease or increase from what is estimated based on the actual schedule and performance of the contractor.

Please notify us by 3:00 PM on the day before we are needed at your project

Our entire project team is dedicated to constantly exceeding your expectations. We will provide responsive, high quality service and cost effective solutions. We realize we must work to maintain your trust on each and every project.

Authorization

If this proposal meets with your approval, please sign and return one copy. When returning the proposal, please complete appropriate portions of the attached Project Information Sheet so that your file can be properly established.

Gulf Shore Exploration & Testing appreciates the opportunity to offer its services to your project and looks forward to working with you on this project. If you should have any questions concerning this proposal, please contact our office.

AGREED TO THIS _____ DAY OF _____, 2021

SIGNATURE: _____ **TITLE:** _____

PRINT NAME: _____

GULF SHORE EXPLORATION & TESTING

PROJECT DATA SHEET

CONSTRUCTION MATERIALS TESTING AND INSPECTION SERVICES

1. Project Name: **AVENUE D IMPROVEMENT PROJECT**
Solicitation No.: 75100036; Public Works Project No.: 2019-014-DR
State Project No.: 576-26-0028(338)/ H.003559
2. Project Location: **Allo Avenue-(Between 4 th Street and 6 th Street) Phase VIII**
Marrero, Jefferson Parish, Louisiana 70072
3. Your Job No.: _____ Purchase Order No.: _____
4. Project Manager: _____ Telephone No.: _____
5. Number and Distribution of Reports:
() Copies To: _____
Email: _____
() Copies To: _____
Email: _____
() Copies To: _____
Email: _____
6. Invoicing Address: _____

7. Site Contact: _____ Telephone No.: _____
8. Other Pertinent Information: _____

GENERAL CONDITIONS

1. Parties and Scope of Work: GULF SHORE, LLC (GULF SHORE) shall include said company performing the work and any of its subcontractors. "Work" means the specific services to be performed by GULF SHORE as set forth in GULF SHORE's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by the Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by GULF SHORE. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing the work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every party to whom Client transmits any part of GULF SHORE's work. GULF SHORE shall have no duty or obligation to any third party greater than that set forth in GULF SHORE's proposal, Client's acceptance thereof, and these General Conditions. The ordering of work from GULF SHORE, or the reliance on any GULF SHORE work shall constitute acceptance of GULF SHORE's proposal and these General Conditions regardless of the terms of any subsequently issued documents. 2. Tests and Inspections: Client shall cause all tests and inspections of the site materials and work performed by GULF SHORE or others to be timely and performed in accordance with plans, specifications, and contract documents to GULF SHORE's recommendations. No claims for loss, damage, or injury shall be brought against GULF SHORE by Client or any third party unless all tests and inspection have been performed and unless GULF SHORE's recommendations have been followed. Client agrees to indemnify, defend, and hold GULF SHORE, its officers, employees, and agents harmless from any and all claims, suits, losses, costs, and expenses, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or GULF SHORE's recommendations are not followed. 3. Prevailing Wages: This proposal specifically excludes compliance with any project labor agreement or other union and apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. Due to the professional nature of its services GULF SHORE is generally exempt from the Davis Bacon Act and other prevailing wage systems. It is agreed that an applicable prevailing wage classification or wage rate has been provided to GULF SHORE, and that all wages and cost estimates contained herein based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstances. These exclusions shall survive the completion of the project and shall be merged into any subsequently executed document between the parties, regardless of the terms of such agreement. Client will reimburse, indemnify, and hold harmless GULF SHORE from and against any liability resulting from subsequent determinations that prevailing wages regulations cover the Project including all costs, fines, and attorney's fees. 4. Scheduling of Work: The services set forth in GULF SHORE's proposal and Client's acceptance will be accomplished by GULF SHORE personnel at the prices quoted. If GULF SHORE is required to delay commencement of the work or if, upon embarking upon its work, GULF SHORE is required to stop or interrupt the progress of its work as result of changes in the scope of work requested by the Client, to fulfill the requirements of third parties, interruptions in the progress of construction or other causes beyond the direct reasonable control of GULF SHORE, additional charges will be applicable and payable by Client. 5. Access to Site: Client will arrange and provide such access to the site and work as is necessary for GULF SHORE to perform its work. GULF SHORE shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as a result of its work or the use of its equipment. 6. Client Duty to Notify Engineer: Client warrants that it has advised GULF SHORE of any known suspected hazardous materials, utility lines, and pollutants at any site at which GULF SHORE is to do work, and unless GULF SHORE has assumed in writing the responsibility of location subsurface objects, structures, lines, or conduits. Client agrees to indemnify and save GULF SHORE harmless from all claims, suits, losses, and expenses, including reasonable attorney's fees as a result of personal injury, death, or property damage occurring with respect to GULF SHORE's performance or its work and resulting or caused by contact with subsurface or latent objects, structures, lines, or conduits where the actual or potential presence and location thereof were not revealed to GULF SHORE by Client. 7. Responsibility: GULF SHORE's work shall not include determining, supervising, or implementing the means, methods, techniques, sequences, or procedures of construction. GULF SHORE shall not be responsible for evaluating, reporting, or affecting job conditions concerning health, safety, or welfare. GULF SHORE's work or failure to perform same shall not in any way excuse any contractor, subcontractor, or supplier from performance or its work in accordance with the contract documents. Client agrees that it shall require subrogation to be waived against GULF SHORE and for GULF SHORE to be added as an additional insured on all policies of insurance, including all policies required of Client's contractors or subcontractors covering any construction or development activities to be performed on the project site. GULF SHORE has no right or duty to stop the contractor's work. 8. Sample Disposal: Test specimens will be disposed of immediately upon completion of the tests. All drilling samples will be disposed of 60 days after submission of GULF SHORE's report. 9. Payment: The quantities and fees provided in this proposal are GULF SHORE's estimate based on information provided by the Client and GULF SHORE's experience on similar projects. The actual total amount due to GULF SHORE shall be based on the actual final quantities provided by GULF SHORE at the unit rates provided herein. Where Client directs or requests additional work beyond the contract price it will be deemed a change order and GULF SHORE will be paid according to the fee schedule. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within 30 days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rates permitted under applicable law), until paid. Client agrees to pay GULF SHORE's cost of collection of all amounts due and unpaid after 30 days including court costs and reasonable attorney's fees. GULF SHORE shall not be bound to any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of disagreement, any provisions wherein GULF SHORE waives any rights to a mechanic's lien, or any provision conditioning GULF SHORE's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that GULF SHORE shall file a lien when it's necessary to collect past due amounts. Failure to make payments within 30 days of invoice shall constitute a release of GULF SHORE from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time. 10. Allocation of Risk: Client agrees that GULF SHORE's services will not be subject GULF SHORE's individual employees, officers, or directors to any personal liability, and that notwithstanding any other provision of this agreement, Client agrees that its sole and exclusive remedy shall be to direct or assess any claim, demand, or suit only against GULF SHORE. Statements made in GULF SHORE reports are opinions based upon engineering judgment and are not to be construed as representations of fact. Should GULF SHORE or any of its employees be found to have been negligent in the performance of its work, or to have made and breached expressed or implied warranty, representation, or contract, Client, all parties claiming through Client and all parties claiming to have in any way relied upon GULF SHORE's work agree that the maximum aggregate amount of the liability of GULF SHORE, its officers, employees, and agents shall be limited to \$25,000.00 or the total of the fee paid to GULF SHORE for its work performed on the project, whichever amount is the greater. In the event the Client is unwilling or unable to limit GULF SHORE's liability in accordance with the provisions set forth in this paragraph, Client may, upon written request of Client received within five (5) days of Client's acceptance thereof, increase the limit to of GULF SHORE's liability to \$50,000.00 or the amount of GULF SHORE's fee paid to GULF SHORE for its work on the project, whichever is the greater by agreeing to pay GULF SHORE a sum equivalent to an additional amount of 5% of the total fee charged for GULF SHORE's services. This charge is not to be considered as being a charge for insurance of any type but is increased consideration for the greater liability involved. In any event, attorney's fees expended by GULF SHORE in connection with any claim shall reduce the amount available, and only one such amount will apply to any project. No action or claim, whether in tort, contract, or otherwise, may be brought against GULF SHORE, arising from or related to GULF SHORE's work, more than two (2) years after the cessation of GULF SHORE's work hereunder,

regardless of the date of discovery of such claim. 11. Indemnity: Subject to the above limitations, GULF SHORE agrees not to defend but to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs to the extents arising out of GULF SHORE's negligence as finally determined by a court of law. Client shall provide the same protection to the extent of its negligence. In the event that Client or Clients principal shall bring any suit, cause of action, claim, or counteraction against GULF SHORE, the Client and the party initiating such action shall pay GULF SHORE the costs and expenses incurred by GULF SHORE to investigate, answer and defend it, including reasonable attorney's fees and witness fees and court costs to the extent that GULF SHORE what prevail in such suit. 12. Termination: This agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, GULF SHORE shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses. 13. Employee Witness Fees: GULF SHORE's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay GULF SHORE legal expenses, administrative costs and fees pursuant to GULF SHORE then current fee schedule for GULF SHORE to respond to any subpoena. For a period of one (1) year after the completion of any work performed under this agreement, Client agrees not to solicit, recruit, or hire any GULF SHORE employees or person who has been employed by GULF SHORE within the previous 12 months. In the event the Client desires to hire such an individual, Client agrees that it shall seek the written consent of GULF SHORE and shall pay GULF SHORE an amount equal to one-half of the employees annualized salary, without GULF SHORE waiving other remedies it may have. 14. Fiduciary: GULF SHORE is not a financial advisor, does not provide financial advice or analysis of any kind, and nothing in our reports can create a fiduciary relationship between GULF SHORE and any other party 15. Choice of Law and Exclusive Venue: All claims and disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance with the laws of Louisiana. 16. Provisions Severable: The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provision of these General Conditions should be found to be unenforceable, it shall be stricken, and the remaining provisions shall be enforceable. 17. Entire Agreement: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties, or undertakings made other than as set forth here. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.