

HILLIS-CARNES ENGINEERING ASSOCIATES

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Williamsport, MD 21795

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www.hcea.com

December 16, 2024

Ms. Rachel Souders
Town of Boonsboro
21 N. Main Street
Boonsboro, Maryland 21713

Re: Proposal to Provide Construction Materials Testing and Inspection Services
12--inch Water Boonsboro
10854 Boonsboro Mountain Rd, Boonsboro, MD
HCEA Proposal Number P240202HAG

Dear Ms. Souders:

Hillis-Carnes Engineering Associates, Inc. (HCEA) is pleased to submit this proposal to provide construction materials testing and inspection services for the above-referenced project. Our estimate is based on the documents made available to us, as well as our experience with projects of this nature.

It is our understanding that this project consists of the placement of a new water line and potable water storage tank in Boonsboro, Maryland. As such, this proposal entails the services that HCEA anticipates providing during the course of its construction.

We trust this proposal clearly and concisely outlines our scope of services and associated fees. A project work order and our terms and conditions are included on the following pages. Should you have any questions or concerns, please do not hesitate to call us at (301) 582-4662. Thank you for the opportunity to present this proposal. We look forward to your response and the opportunity of working with your firm as team members towards the successful completion of this project.

Sincerely,

HILLIS-CARNES ENGINEERING ASSOCIATES, INC.



Cullen Coleman
Branch Manager
ccoleman@hcea.com



Rajesh Goel, PE
Senior Vice President/Regional Manager
rgoel@hcea.com

Corporate Headquarters - Annapolis Junction, MD

Maryland ♦ Washington, DC ♦ Delaware ♦ Pennsylvania ♦ Virginia ♦ New Jersey ♦ Caribbean

SCOPE OF SERVICES

The following scope of services was developed for this project based on the information provided to us.

SOILS/EARTHWORK

- A. Mass Grading/Fill Placement:
 - 1. An HCEA Engineering Technician, under the direction of a geotechnical or materials testing engineer, will monitor and proofroll areas prior to structural fill placement, verify near surface soil suitability, and test and monitor structural fill and backfill placements using either the sand cone or nuclear method. Fill materials and field tests will be evaluated according to the requirements of the specifications.

- B. Utilities:
 - 1. An HCEA Engineering Technician will visually examine utility trenches for soil suitability and test and monitor structural backfill placement using either the sand cone or nuclear method. Fill materials and field tests will be evaluated according to the requirements of the specifications.

- C. Foundations - Spread Footings:
 - 1. HCEA field personnel will perform dimensional measurements of the as-built foundation dimensions for compliance with the approved foundation drawings, and test and observe the near surface soils or rock for adequate bearing in accordance with the project geotechnical soils report and generally accepted geotechnical methods.

CONCRETE

- A. Cast-in-Place Concrete:
 - 1. An HCEA Engineering Technician will perform field tests on the cast-in-place concrete for walls, footings, slabs and miscellaneous concrete. Tests will include slump, temperature, air entrainment and mix duration where required using ASTM and ACI guidelines in addition to the requirements of the project specifications, industry and municipal standards. Additionally, HCEA will cast one (1) set of five (5) cylinders for every 50 cubic yards of concrete placement, or fraction thereof. Lab cylinders will be tested for compressive strength as follows: 1 at 7 days, 3 at 28 days, and 1 held in reserve unless otherwise specified in the contract documents. **Note: Client or concrete contractor will be required to provide a curing environment for the first 24 hours after the casting of the specimens.**

- B. Reinforcing Steel:
 - 1. Reinforcing steel incorporated in cast-in-place concrete will be checked for proper size, placement, spacing, tying, lap length and cleanliness prior to the placement of concrete using the structural plans and approved shop drawings as a reference.

STEEL ERECTION

- A. Structural Steel Field Inspection:
 - 1. A certified HCEA Structural Steel Inspector will observe the following:
 - a. Check members placed for proper size and location in accordance with approved shop, erection, and contract drawings;
 - b. Check field welders' qualifications by examining their certifications;

- c. Check installation of high strength bolts in accordance with AISC standards for fastener tension;
- d. Perform visual weld inspection in accordance with AWS Structural Welding Code;
- e. Observe steel joist placement;
- f. Observe and test shear studs and metal deck;
- g. Observation for column plumbness.

ENGINEERING SERVICES

- A. Hillis-Carnes will provide a geotechnical and materials engineer to review, analyze, compile and evaluate test results in addition to providing technical recommendations as needed. All reports will be submitted on a schedule prearranged with the client and project team.

FEE SCHEDULE

Actual units will be billed as they are expended on a time and materials basis, as directed by the Client, whether less than or greater than the estimate.

Budget Estimate:

DESCRIPTION	QTY	RATE	U/M	ITEM TOTAL
FIELD SERVICES				
Engineering Technician	300	\$ 41.00	Hour	\$ 12,300.00
Field Tech. Overtime	OPEN	\$ 60.00	Hour	OPEN
Principal Engineer	OPEN	\$ 160.00	Hour	OPEN
Project Manager	15	\$ 100.00	Hour	\$ 1,500.00
Structural Steel Inspector	OPEN	\$ 100.00	Hour	OPEN
SUBTOTAL				\$ 13,800.00
LABORATORY SERVICES				
Atterberg Limit	OPEN	\$ 75.00	Each	OPEN
Concrete Cylinders 4" x 8"	60	\$ 20.00	Each	\$ 1,200.00
Mortar Specimens	OPEN	\$ 20.00	Each	OPEN
Sieve Analysis	OPEN	\$ 75.00	Each	OPEN
Standard Proctor	OPEN	\$ 170.00	Each	OPEN
SUBTOTAL				\$ 1,200.00
REIMBURSABLES				
Mileage	1500	\$ 0.70	Mile	\$ 1,050.00
SUBTOTAL				\$ 1,050.00
TOTAL BUDGET ESTIMATE				\$ 16,050.00

CONTRACT TERMS & CONDITIONS

BILLING AND PAYMENT

Managers and Engineers time for site meetings, reports, conferences or regularly scheduled progress meetings will be billed portal to portal with a trip charge as noted on the proposal fee schedule. Principal Engineers assigned to the project for problem resolution only will be billed at the rate of \$225.00 per hour portal to portal. Technician time will be billed as portal to portal time with a 3 hour minimum. Hourly rates will be billed to the closest 1/4-hour. Overtime will be billed when on-site time exceeds 8 hours per week or Saturdays, Sundays, and Holidays. HCEA requires a 4 hour overtime minimum for Saturday, Sunday, and Holiday work. These prices are subject to change after 60 days from the Project Fee Schedule date unless one executed copy of the Project Work Order is signed and returned to HCEA within those 60 days.

Invoices will be submitted as the work proceeds on a monthly basis. Payments will be due and payable in full upon receipt of an invoice without retainage, and will not be contingent upon receipt of funds from third parties. If fees are not paid in full within thirty (30) days of the date of the invoice, HCEA reserves the right to pursue all appropriate remedies, including withdrawing certifications, stopping work, and retaining all documents without recourse. If at any time an invoice remains unpaid for a period in excess of thirty (30) days, a service charge of one and one-half (1-1/2%) percent per month, an effective maximum rate of eighteen (18%) percent per annum simple interest will be charged on past due accounts. In the event a lien or suit is filed or arbitration is sought to enforce overdue payments under this agreement the Client agrees to pay HCEA any and all reasonable fees, expenses, and costs incurred by HCEA, including, but not limited to, arbitrator's and attorney's fees, and other claim-related expenses.

SCHEDULING

Please notify HCEA before 2:30 p.m. the day before our services are required for the scheduling or canceling of technicians. After that time, we will make every effort to schedule or cancel, but we cannot guarantee attendance of our technicians. If an HCEA Technician has been dispatched to your project as scheduled, and the required inspection is canceled without your representative notifying the HCEA scheduling office of this cancellation prior to the departure of our Technician from our office, portal to portal technician time and trip at the unit rates stated above will be assessed.

OTHER

Miscellaneous materials and supplies requested by the client, not normally provided, such as photographic film, patching materials, etc. required to complete the assigned tasks will be charged to the client at cost +15%.

HCEA requests two copies of the applicable approved structural plans, shop drawings, and specifications prior to construction, for our information or use.

The Client holds HCEA harmless for delays in construction caused by unanticipated conditions at the subject project. HCEA will not make any judgments concerning, and will not assume responsibility for, work performed outside the presence of an HCEA Technician or other HCEA Representative.

PROPOSAL ACCEPTANCE SHEET

**PROPOSAL FEE SCHEDULE
AND TERMS ACCEPTED BY:**

Client Signature	Date
Print Name	Title
E-mail address	

PAYMENT TERMS: Payment for services is due 30 days upon receipt of invoice, and is subject to the provisions outlined in the Terms and Conditions of this contract. In an effort to promote environmentally sustainability practices, HCEA is providing an option for Clients to receive invoices electronically, in lieu of hard copies of the invoices being mailed. If you would like to receive electronic invoices in lieu of hard copies, please select from the options below.

- For this project, submit electronic invoices only
- For this project and for all future projects for Client Account, submit electronic invoices only

For Payment of Invoice via Client's Account: Charge Invoice to the Account of: (If any errors appear, please make corrections):

Client:	Office #:
Address:	Fax #:
	Cell #:
Attention Name:	E-mail:

For Approval of Charges by Another Party: If the invoice is to be submitted for approval by a party other than the "Attention Name" above (to an Accounts Payable Representative, for example), please indicate in the space below.

Firm: _____
Address: _____
Attention: _____ E-Mail: _____ Phone: _____

REPORT DISTRIBUTION AND RELIANCE: In an effort to promote environmentally sustainability practices, HCEA will provide digital copies of all reports, unless otherwise specified. Please indicate the name(s) and e-mail address(es) of those who are to receive copies of the reports.

Attention Name: _____ E-Mail Address: _____

Names and E-mail address of Additional Parties Who Are to Receive Reports:

Name: _____ E-Mail Address: _____
Name: _____ E-Mail Address: _____

If hard copies of the report are to be distributed, please list below the applicable report distribution information. Please note that the distribution of reports to a party other than the Client does not infer reliance on the report by that third party, unless expressed in writing by HCEA. There may be a charge if hard report copies are requested, either at the original time of completion of the report or after.

Name: _____ Address: _____

Name: _____ Address: _____

This is a legal and binding contract between the Client and HCEA, as referenced in the attached proposal, including the terms and conditions included in the proposal.

GENERAL TERMS & CONDITIONS

1. SCOPE OF WORK

Hillis-Carnes Engineering Associates, Inc. (HCEA) shall perform the services described in this contract and shall invoice the Client at the associated unit rates described in this proposal. Any fee or cost estimate is based on the assumed schedule, scope of work and documents provided at the time this proposal was developed. Any changes in the scope or design may result in additional fees. HCEA will provide additional services under the contract, if requested by the Client, and invoice the Client for those additional services in accordance with the rates in the contract or at rates negotiated at the time of the request of the additional services. Services not expressly set forth in writing in the contract are excluded from HCEA's scope of work and HCEA assumes no duty to the Client to perform such services or to provide professional opinions related to such services.

2. STANDARD OF CARE

Services performed by HCEA under this contract will be conducted in accordance with industry standards and generally accepted professional practices in the same or similar localities related to the nature and circumstances of the work at the time the services are performed. No warranty, express or implied, is made. HCEA's services and reports are solely for the use and benefit of the Client and do not relieve the contractor or others of their obligations under the contract documents or construction documents. HCEA assumes no responsibility for construction means, methods, techniques or sequences, or for jobsite safety or for the health and safety of person's other than HCEA's direct employees.

3. RIGHT OF ENTRY

The Client shall be fully responsible for obtaining the necessary authorizations to allow HCEA, its agents, subcontractors and representatives to have access to the site and buildings thereon, including interiors, at reasonable times throughout performance of work by HCEA. HCEA will take reasonable precautions to minimize damage to the site from use of equipment, but unintentional damage or alteration may occur and the Client agrees to assume responsibility for such unintentional damage or alteration. If the site contains wooded land or areas of significant undergrowth, HCEA will not perform clearing of vegetation that could be considered impassable by the individual(s) performing the site work, unless otherwise stated in the contract.

4. DELAYS IN WORK

HCEA will pursue the work in an efficient and expeditious manner consistent with good quality practices. HCEA will not be responsible for delays in the work caused by the Client or its agents, consultants, contractors, or subcontractors. Stand-by or non-productive time for delays in HCEA's work caused by others will be charged as work time in accordance with the rates in the contract or at rates negotiated at the time of the delay.

5. SAFETY

HCEA is only responsible for the on-site safety of its own employees. However, this shall not be construed to relieve the Client or any of its contractors from their responsibilities for maintaining a safe job site. Neither the professional activities of HCEA, nor the presence of HCEA's employees, shall be construed to imply HCEA has any responsibility for the safety of on-site personnel other than HCEA's employees.

6. OWNERSHIP OF DOCUMENTS/RELIANCE

Client will furnish HCEA such reports, data, studies, plans, specifications, documents, and other information necessary for proper performance of HCEA's services. HCEA may rely upon documents provided by the Client or other third parties in performing the services under this contract; however, HCEA will not conduct an independent evaluation of the accuracy or completeness of such information, and shall not be responsible for any errors or omissions contained in such information. Unless requested by the Client, HCEA will retain for its own purposes, the documents provided by the Client. Reports, recommendations, and other materials resulting from HCEA's services are intended for the sole use of the Client. The Client may provide the reports, recommendations, and other materials generated by HCEA to third parties; however, the contents thereof may not be relied upon by any third party, without the express written consent and authorization of HCEA as to the specific nature, extent and scope of reliance desired for any given third party. Drawings, sketches, reports, and other documents, including those in electronic format, which are prepared by HCEA are Instruments of Service to which HCEA retains the exclusive common law and statutory copyright. So long as the Client is not in breach of its obligations pursuant to this proposal or agreement, HCEA grants to Client a nonexclusive license to use such Instruments of Service for the project for which the services are rendered and for no other project. HCEA will retain all pertinent records relating to services performed for a minimum period of three years following submission of a report, during which period the records will be made available to Client at all reasonable times. Normal report distribution is three (3) copies to the Client. There may be a charge if additional report copies are requested, either at the original time of completion of the report or after, to cover the costs of color copies, shipping and labor (e.g., retrieval of archived files, re-assembly of report, copying of report, etc.). The distribution of reports to a party other than the Client does not infer reliance on the report by that third party, unless expressed in writing by HCEA.

7. FAILURE TO FOLLOW RECOMMENDATIONS

HCEA will not be held liable for problems that may occur if HCEA's recommendations are not followed or if HCEA is not requested in writing to provide recommendations. Accordingly, the Client waives any claim against HCEA, and agrees to defend, indemnify and hold HCEA harmless from any claim or liability for injury or loss, including attorney's fees, that results from failure to implement HCEA's recommendations, or from implementation of HCEA's recommendations in a manner that is not in strict accordance with them, or from the use/reliance of a report which did not include unrequested recommendations. The Client also agrees to compensate HCEA for any time spent and expenses, including attorney's fees, incurred by HCEA in defense of any such claim, with such compensation to be based upon HCEA's prevailing fee schedule and expense reimbursement policy.

8. INSURANCE/GENERAL LIABILITY

HCEA represents that it and its staff and consultants are protected by workers' compensation insurance and that HCEA has such coverage under public liability and property damage insurance policies which HCEA deems to be adequate. Certificates for all such policies of insurance shall be provided to the Client upon request in writing. HCEA shall not be responsible for any loss, damage, injury or liability arising from acts by the Client, its agents, staff and other consultants or contractors of any tier employed by the Client.

9. INDEMNIFICATION

To the fullest extent permitted by law, Client agrees to defend, indemnify, and hold HCEA, its agents, subcontractors and employees harmless from and against any and all claims,

defense costs, including attorney's fees, damages, and other liabilities arising out of or in any way related to the presence, release, or threatened release of asbestos, hazardous substances, or pollutants on or from the site, provided that such does not result from the sole negligence or intentional misconduct of HCEA, its agents, subcontractors or employees. Further, Client shall indemnify, defend and hold harmless HCEA, its agents, subcontractors and employees against any and all claims, damages, liabilities and costs, including defense costs and attorney fees ("Claims") to the extent caused in whole or in part by Client or its personnel, agents consultants, contractors or subcontractors of any tier, provided that the Claim is not caused by the sole negligence or intentional misconduct of HCEA, its agents, subcontractors or employees.

10. SPECIAL OR CONSEQUENTIAL DAMAGES

Client and HCEA agree that, to the fullest extent permitted by law, HCEA shall not be liable to Client for any special, indirect or consequential damages whatsoever, whether caused by HCEA's negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever.

11. FORCE MAJEURE

Neither party to this contract will be liable to the other party in performing the services nor for the direct or indirect cost resulting from such delays that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophe or any other cause beyond the reasonable control or contemplation of either party.

12. CONFLICTS

Should any element of these General Terms and Conditions be deemed in conflict with any provision of term of the contract, unless the contract clearly voids the conflicting provision of term in the General Terms and Conditions, wording of the General Terms and Conditions shall govern. Any provision of term of this agreement later held to violate a law or regulation shall be deemed void to the minimum extent necessary to bring the offending parts of the provision into compliance with the law or regulation, but all remaining provisions shall continue in force.

13. ASSIGNMENT

Neither the Client nor HCEA may delegate, assign, sublet or transfer its duties or interest in this contract without the written consent of the other party.

14. TERMINATION

Either party may terminate this contract by seven (7) days written notice in the event of substantial failure to perform in accordance with the terms of the contract by the other party through no fault of the terminating party. If this contract is terminated, it is agreed that HCEA shall be paid for total charges for labor performed through the termination notice date plus reimbursable charges.

15. GOVERNING LAW

The terms and conditions of this contract are to be governed by the laws of the State of Maryland.

16. CLAIMS AGAINST HCEA

If the Client asserts a claim against HCEA but fails to prove such claim, the Client shall pay all costs incurred by HCEA, including counsel and expert fees, in the defense of such action.

17. STATUTE OF LIMITATIONS

Any cause of action between the parties pertaining to acts or failure to act, whether based on breach of contract, negligence

or otherwise, shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the last date on which HCEA provides services pursuant to this proposal or agreement.

18. MILEAGE SURCHARGE

HCEA will add an additional \$0.05 /mile charge on all invoices if the average mid-Atlantic fuel price on AAA's website goes above \$3.50/gallon, with an additional \$0.05 for every additional increase of \$0.50 in the average gallon price above \$3.50/gallon.

19. LIMITATION OF LIABILITY

The Client recognizes and assumes the inherent risks connected with construction and particularly in connection with sampling activities and services associated with subsurface and earthwork analysis and/or construction. For its part, HCEA will strive to perform its services in accordance with generally accepted principles and practices. HCEA's liability for damages arising out of professional negligence, including errors, omissions, or other professional acts, and including unintentional breach of contract, will be limited to an amount not to exceed HCEA's fees on this project. The Client further agrees to require of the contractor and his subcontractors an identical limitation of HCEA's liability for damages suffered by the contractor or the subcontractors arising from HCEA's professional acts, errors, or omissions. HCEA will not be liable for consequential damages, including, without limitation, loss of use or loss of profits, regardless of whether such damages are caused by breach of contract, willful misconduct, reckless negligent act or omission, or other wrongful act.

No employee or agent of HCEA shall have any individual principal, liability to the Client in addition to, or in excess of, HCEA's liability under these contract terms and conditions. The work product(s) generated under the scope of this Agreement are for the sole and exclusive use of the Client. Use and reproduction of any documents produced as instruments of service without the express permission of HCEA is unauthorized and is at the sole risk of the user.

20. UTILITY CLEARANCE

HCEA will notify Miss Utility or the appropriate agency to locate public utilities on the Site. In addition, HCEA will speak with the Client to verify that any private utilities do not interfere with the proposed areas of investigation. If the Client, or Client's representative, is not able to verify that the private utility locations do not interfere with the proposed areas of investigation, a private utility locator can be retained, if requested, at an additional cost. Hillis-Carnes will not be responsible for damage to utilities not delineated properly by Miss Utility, private utility locators or the Client prior to field work.

21. DISPUTE RESOLUTION

Any and all claims, demands and dispute arising out of or relating to this agreement, or to HCEA's services in connection with the Project, with the exception of mechanics lien proceedings, shall be resolved exclusively in American Arbitration Association arbitration under the Construction Industry Arbitration Rules. AAA mediation shall be a condition precedent to arbitration. HCEA may join its subconsultants or subcontractors in any such mediation or arbitration; however, no construction contractors or subcontractors may be joined or impleaded.



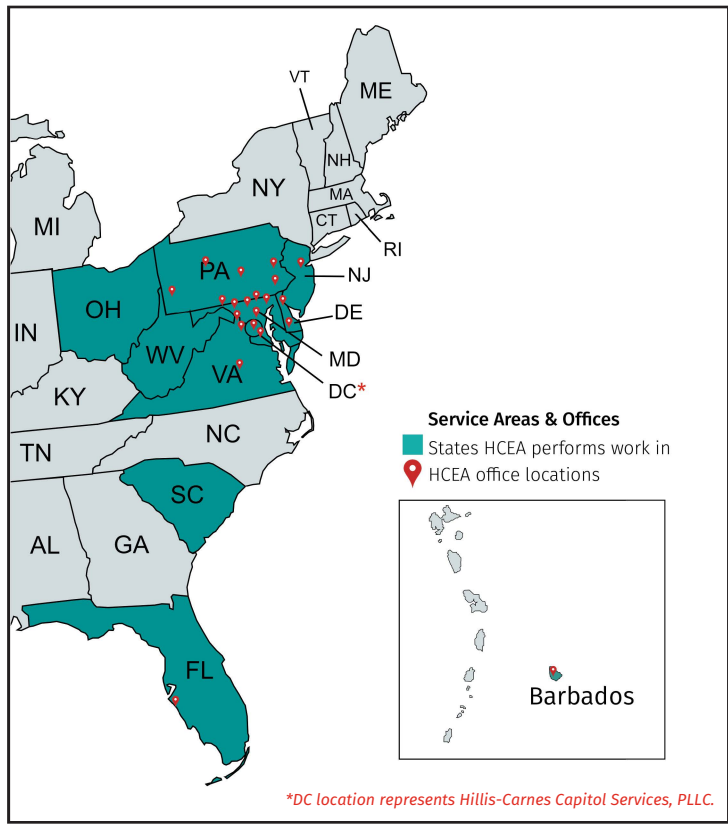
COMPANY OVERVIEW

CONSIDER HILLIS-CARNES FOR YOUR ENGINEERING CONSULTING NEEDS!

◆ OVERVIEW

Established in 1989, Hillis-Carnes Engineering Associates, Inc. (HCEA) is an employee-owned, multi-disciplined consulting engineering firm based in the Mid-Atlantic Region. HCEA specializes in a number of services (listed below). With over 450 experienced employees and over 25 Professional Engineers, HCEA has provided its services and expertise to both public and private sector Clients for over 35 years. We provide our Clients with the best available technology, as well as providing them with excellent service, regardless of a project's technical challenges, size, or location.

HCEA's Corporate Headquarters is located in Annapolis Junction, Maryland and has 20 additional branch offices located throughout Maryland, DC, Delaware, Pennsylvania, Virginia, New Jersey, and Barbados.



◆ SNAPSHOT

- 35+ YEARS OF EXPERIENCE
- 450+ EMPLOYEES AND GROWING
- 21 OFFICE LOCATIONS

◆ SERVICES

- Geotechnical Engineering
- Construction Materials Testing and Inspections
- Drilling and Subsurface Explorations
- Environmental Consulting
- Industrial Hygiene Services
- Geotechnical Engineering
- Deep Foundations
- Specialty Geotechnical Construction
- Facilities Consulting
- Construction Consulting/Third-Party Inspections
- Geoscience
- Laboratory Testing
- Drone Inspections

GET IN TOUCH

If you would like to inquire about a service, please contact your local office!

<https://www.hcea.com/contact/>

