

NORTH CAROLINA

SERVICES AGREEMENT

BRUNSWICK COUNTY

THIS SERVICES AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered into by and between Brunswick County, a body politic and corporate of the State of North Carolina, (hereinafter referred to as “County”), party of the first part, and ECS Southeast, LLP, (hereinafter referred to as “Provider”), party of the second part.

WITNESSETH:

1. SERVICES; FEES

The services to be performed under this Agreement (hereinafter referred to collectively as the “Services”) and the agreed upon fees for said Services are set forth on ECS Proposal Number 22:27013 dated January 16, 2023, attached hereto as Exhibit “A” and incorporated herein by reference.

Any exhibits or attachments referenced herein are hereby incorporated by reference and made a part of this Agreement. Any conflict between the language in an exhibit or attachment and the main body of this Agreement shall be resolved in favor of the main body of this Agreement.

2. TERM OF AGREEMENT; TERMINATION

The term of this Agreement begins on 03/20/2023 (the “Effective Date”) and continues in effect until 06/30/2024, unless sooner terminated as provided herein. The County may terminate this Agreement at any time without cause by giving sixty (60) days’ written notice to Provider. As soon as practicable after receipt of a written notice of termination without cause, Provider shall submit a statement to County showing in detail the work performed under this Agreement through the effective date of termination. County may terminate this Agreement for cause by giving written notice of a breach of the Agreement. Provider shall have fifteen (15) days to cure the breach following receipt of the notification. Failure to cure the breach within the fifteen (15) days shall result in the immediate termination of the Agreement. Notwithstanding the foregoing, County may terminate this Agreement immediately and without notice to Provider if Provider becomes insolvent, makes or has made an assignment for the benefit of creditors, is the subject of proceedings in voluntary or involuntary bankruptcy instituted on behalf of or against Provider, or has a receiver or trustee appointed for substantially all of its property, or if Provider allows any final judgment to stand against it unsatisfied for a period of forty-eight (48) hours.

3. NONAPPROPRIATION

If the Board of County Commissioners does not appropriate the funding needed by the County to make payments under this Agreement for a given fiscal year, the County will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the County will promptly notify the Provider of the non-appropriation and this Agreement will be terminated at the end of the last fiscal year for which funds were

appropriated. No act or omission by the County which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

4. COMPENSATION

The County agrees to pay fees as specified in Exhibit "A" or as set out above for the Services satisfactorily performed in accordance with this Agreement. Unless otherwise specified, Provider shall submit monthly invoices to County and include detail of all Services delivered or performed under the terms of this Agreement. County shall pay all undisputed and properly completed invoices within thirty (30) days of receipt. Notwithstanding the foregoing, County will not pay late fees on any charges under this Agreement. If County disputes any portion of the charges on any invoice received from Provider, the County shall inform Provider in writing of the disputed charges. Once the dispute has been resolved, Provider shall re-invoice County for the previously disputed charges, and, per any resolution between County and Provider, the County shall pay those charges in full at that time. No advance payment shall be made for the Services to be performed by Provider under this Agreement.

5. INDEPENDENT CONTRACTOR

Both County and Provider agree that Provider shall act as an independent contractor and shall not represent itself as an agent or employee of the County for any purpose in the performance of its duties under this Agreement. Provider represents that it has or will secure, at its own expense, all personnel required in performing the Services under this Agreement. Accordingly, Provider shall be responsible for payment of all federal, state and local taxes arising out of its activities in accordance with this Agreement, including, without limitation, federal and state income tax, social security tax, unemployment insurance taxes and any other taxes or business license fees as required. Provider shall not be entitled to participate in any plans, arrangements or distributions by the County pertaining to or in connection with any pension, stock, bonus, profit sharing or other benefit extended to County employees.

In the event the Internal Revenue Service should determine that Provider is, according to Internal Revenue Service guidelines, an employee subject to withholding and social security contributions, then Provider hereby acknowledges that all payments hereunder are gross payments, and the Provider is responsible for all income taxes and social security payments thereon.

6. PROVIDER REPRESENTATIONS

- (1) Provider is a duly organized entity or corporation qualified to do business and in good standing under the laws of the State of North Carolina;
- (2) Provider has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- (3) No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for Provider to enter into and perform its obligations under this Agreement;

- (4) In connection with Provider's obligations under this Agreement, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses;
- (5) Provider shall not violate any agreement with any third party by entering into or performing the Services under this Agreement;
- (6) Provider will perform all Services in conformity with the specifications and requirements of this Agreement;
- (7) The Services provided by Provider under this Agreement will not violate, infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party, or any other third-party rights (including, without limitation, non-compete agreements);
- (8) Provider shall exercise reasonable care and diligence when performing the Services hereunder and will ensure that it adheres to the highest generally accepted standards in the industry when performing said Services;
- (9) Provider acknowledges that if any specific licenses, certifications or related credentials are required in its performance of the Services, it will ensure that such credentials remain current and active and not in a state of suspension or revocation; and
- (10) Provider shall ensure that whenever its employees or agents are on County property, they will strictly abide by all instructions and directions issued by the County with respect to rules, regulations, policies and security procedures applicable to work on the County's premises. Such rules, regulations, policies and security procedures shall include, but not be limited to: (i) not possessing any controlled substances; (ii) smoking only in designated smoking areas, if any; and (iii) not possessing weapons, except for weapons possessed by law enforcement officials.

7. DAMAGE TO EQUIPMENT, FACILITIES, PROPERTY OR DATA

Provider shall be solely responsible for any damage to or loss of the County's equipment, facilities, property and/or data arising out of the negligent or willful act or omission of Provider or its subcontractors. In the event that Provider causes damage to the County's equipment or facilities, Provider shall, at its own expense, promptly repair or replace such damaged items to restore them to the same level of functionality that they possessed prior to such damage.

8. NON-ENDORSEMENT AND PUBLICITY

County is not endorsing Provider or its Services, and Provider is not permitted to reference this Agreement or County in any manner without the prior written consent of County. Notwithstanding the foregoing, the parties agree that Provider may list the County as a reference in response to requests for proposals and may identify County as a customer in presentations to potential customers.

9. NON-EXCLUSIVITY

Provider acknowledges that County is not obligated to contract solely with Provider for the Services covered under this Agreement.

10. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

Provider hereby certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. § 147-86.81.

11. DEBARMENT

Provider hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this Agreement by any governmental department or agency. Provider must notify County within thirty (30) days if debarred by any governmental entity during this Agreement.

12. INDEMNIFICATION

Provider shall defend, indemnify and hold harmless County, its officers, officials, agents and employees from and against all actions, liability, claims, suits, damages, costs or expenses of any kind which may be brought or made against County or which County must pay and incur arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due in part or in the entirety of Provider, its employees or agents. Provider further agrees to investigate, handle, respond to, defend and dispose of same at its sole cost and expense. Provider shall be fully responsible to County for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by it. This Section shall survive any expiration or termination of this Agreement.

13. INSURANCE

Provider shall procure and maintain in full force and effect at all times and at its sole cost and expense Commercial General Liability, Commercial Automobile Liability, Professional Liability and Workers' Compensation insurance, if applicable, and any additional insurance as may be required by County with limits acceptable to County. All insurance policies (with the exception of Workers' Compensation, if applicable, and Professional Liability) shall be endorsed, specifically or generally, to include County as an additional insured and as a certificate holder. Provider shall furnish a Certificate of Insurance from a licensed insurance agent in North Carolina with a rating of A-VII or better by A.M. Best verifying the existence of any insurance coverage required by County. The Certificate will provide for thirty (30) days' advance notice in the event of termination or cancellation of coverage. Provider shall have no right of recovery or subrogation against County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the aforementioned insurance.

14. WORKERS' COMPENSATION

To the extent required by law, Provider shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event Provider is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, Provider shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents while fulfilling Provider's obligations under this Agreement.

Provider agrees to furnish County proof of compliance with said Act or adequate medical/accident insurance coverage upon request.

15. REMEDIES

- (1) **RIGHT TO COVER.** If Provider fails to meet any completion date or resolution time set forth, due to no fault of County, the County may take any of the following actions with or without terminating this Agreement, and in addition to, and without limiting, any other remedies it may have:
 - i. Employ such means as it may deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and Provider is again able to resume performance under this Agreement; and
 - ii. Deduct any and all expenses incurred by County in obtaining or performing the Services from any money then due or to become due Provider and, should the County's cost of obtaining or performing the Services exceed the amount due Provider, collect the amount due from Provider.
- (2) **RIGHT TO WITHHOLD PAYMENT.** County reserves the right to withhold any portion, or all, of a scheduled payment if Provider fails to perform under this Agreement until such breach has been fully cured.
- (3) **SETOFF.** Each party shall be entitled to set off and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Agreement.
- (4) **OTHER REMEDIES.** Upon breach of this Agreement, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently in addition to any other available remedy.
- (5) **NO SUSPENSION.** In the event that County disputes in good faith an allegation of breach by Provider, notwithstanding anything to the contrary in this Agreement, Provider agrees that it will not terminate this Agreement or suspend or limit any Services or warranties, unless: (i) the parties agree in writing; or (ii) an order of a court

of competent jurisdiction determines otherwise; provided, however, this dispute period shall be limited to ninety (90) days.

16. TAXES

Provider shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Provider shall substantiate, on demand by the County, that all taxes and other charges are being properly paid.

17. HEALTH AND SAFETY

Provider shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with performing the Services. Provider shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees in connection with performing the Services and other persons who may be affected thereby.

18. NON-DISCRIMINATION IN EMPLOYMENT

Provider shall not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state or local law or other unlawful form of discrimination. Provider shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment. In the event Provider is determined by the final order of an appropriate agency or court of competent jurisdiction to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Agreement may be cancelled, terminated or suspended in whole or in part by County, and Provider may be declared ineligible for further County agreements.

19. COMPLIANCE WITH E-VERIFY PROGRAM

Pursuant to N.C.G.S. § 143-133.3, Provider understands that it is a requirement of this Agreement that Provider and its subcontractors must comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes. In doing so, Provider agrees that, unless it is exempt by law, it shall verify the work authorization of its employees utilizing the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security, and Provider shall require its subcontractors to do the same. Upon request, Provider agrees to provide County with an affidavit of compliance or exemption.

20. CONFIDENTIAL INFORMATION

For purposes of this Agreement, the party disclosing Confidential Information is the “Discloser,” and the party receiving Confidential Information is the “Recipient.” “Confidential Information” shall mean any nonpublic information concerning the parties’ respective businesses including, but not limited to, all tangible, intangible, visual, electronic, present or future

information such as: (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs and know-how; (d) business information, including operations, planning, marketing interests and products; and (e) the terms of any agreement between the parties and the discussions, negotiations and proposals related thereto. Confidential Information disclosed to the other party must be clearly identified. Written Confidential Information must be clearly marked in a conspicuous place with an appropriate legend identifying the information as "Confidential." Confidential Information that is not written must be identified as confidential at the time of disclosure and confirmed in writing delivered to Recipient within fifteen (15) days of disclosure.

The restrictions regarding the use and disclosure of Confidential Information do not apply to information that is:

- a. in the public domain through no fault of the Recipient;
- b. within the legitimate possession of the Recipient, with no confidentiality obligations to a third party;
- c. lawfully received from a third party having rights in the information without restriction, and without notice of any restriction against its further disclosure;
- d. independently developed by the Recipient without breaching this Agreement or by parties who have not had, either directly or indirectly, access to or knowledge of the Confidential Information;
- e. disclosed with the prior written consent of the Discloser; or
- f. required to be disclosed by law, regulation or court or governmental order, specifically including requests pursuant to the Public Records Laws of North Carolina contained in Chapter 132 of the North Carolina General Statutes. In the event Recipient receives such a request, it shall notify Discloser and Discloser shall have the opportunity to defend against production of such records at Discloser's sole expense.

21. OWNERSHIP OF WORK PRODUCT

Should Provider's performance under this Agreement generate documents or other work product that are specific to the Services hereunder, such documents or work product shall become the property of County and may be used by County on other projects without additional compensation to Provider.

22. NO ASSIGNMENT WITHOUT CONSENT

Neither party shall assign this Agreement (or assign any right or delegate any obligation contained herein whether such assignment is of service, of payment or otherwise) without the prior written consent of the other party hereto. Any such assignment without the prior written consent

of the other party hereto shall be void. An assignee shall acquire no rights, and County shall not recognize any assignment in violation of this provision.

23. GOVERNING LAW AND VENUE

This Agreement shall be governed by applicable federal law and by the laws of the State of North Carolina without regard for its choice of law provisions. All actions relating in any way to this Agreement shall be brought in the General Court of Justice of the State of North Carolina in Brunswick County or in the Federal District Court for the Eastern District of North Carolina, Wilmington division.

24. DISPUTE RESOLUTION

Should a dispute arise as to the terms of this Agreement, both parties agree that neither may initiate binding arbitration. The parties may agree to non-binding mediation of any dispute prior to the bringing of any suit or action.

25. GOVERNMENTAL IMMUNITY

County, to the extent applicable, does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.

26. NON-WAIVER

Failure by County at any time to require the performance by Provider of any of the provisions of this Agreement shall in no way affect County's right hereunder to enforce the same, nor shall any waiver by County of any breach be held to be a waiver of any succeeding breach or a waiver of this Section.

27. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral.

28. HEADINGS

The headings in this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

29. SEVERABILITY

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as

the material purposes of this Agreement can be determined and effectuated. If a provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

30. AMENDMENTS

No amendments or changes to this Agreement, or additional Proposals or Statements of Work, shall be valid unless in writing and signed by authorized agents of both Provider and County.

31. NOTICES

- (1) **DELIVERY OF NOTICES.** Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by facsimile to the intended recipient at the address set forth below.
- (2) **EFFECTIVE DATE OF NOTICES.** Any notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by facsimile or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier.
- (3) **NOTICE ADDRESS.** Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment or waiver of any provision of this Agreement shall be sent to:

i. For the County: Brunswick County Manager
P.O. Box 249
Bolivia, NC 28422
Fax: 910-253-2022

ii. For the Provider: ECS Southeast, LLP
6714 Netherlands Drive
Wilmington, NC 28405

32. SIGNATURES

This Agreement, together with any amendments or modifications, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. This Agreement may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in

Government Act (N.C.G.S § 66-58.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

ATTEST:

BRUNSWICK COUNTY

Clerk to the Board

By: _____
Chairman, Board of Commissioners

[SEAL]

ECS SOUTHEAST, LLP

By:  DocuSigned by:
13262EA9BD2044A...

Printed Name: Derek L. Clyburn, P.E.

Title: President

Date: 2/28/2023

“This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.”

Aaron C. Smith, Director of Fiscal Operations
Brunswick County, North Carolina

APPROVED AS TO FORM

Robert V. Shaver, Jr., County Attorney /
Bryan W. Batton, Assistant County Attorney

EXHIBIT "A"



ECS Southeast, LLP

Proposal for Special Inspections and Construction Materials Testing Services

Ash-Waccamaw Multiuse Building
Ash, NC

ECS Proposal Number 22:27013

January 16, 2023

**ECS SOUTHEAST, LLP**

Geotechnical • Construction Materials • Environmental • Facilities

*"Setting the Standard for Service"*NC Registered Engineering Firm F-1078
NC Registered Geologists Firm C-406
SC Registered Engineering Firm 3252

January 16, 2023

Bill Pinnix, P.E.
Brunswick CountyReference: Proposal for Special Inspections and Construction Materials Testing
Ash-Waccamaw Multiuse Building
Ash, NC
ECS Proposal Number: 22:27013

ECS Southeast, LLP (ECS) appreciates this opportunity to submit this proposal to provide construction materials testing services for the above-referenced project. This proposal reviews our understanding of the project information, outlines our proposed scope of services, and presents our fee estimate— together with the applicable schedule of unit rates for this project.

Our experience on similar projects will help us provide efficient, cost-effective construction observation, testing, and engineering consulting services. Our Wilmington office consists of 45 employees and our laboratory is currently certified by the American Association of State Highway and Transportation officials (AASHTO), and the Army Corps of Engineers.

SCOPE OF SERVICES

Earthwork/Soils

- Observe the contractor proofroll the site to observe that unstable soils have been identified and removed or repaired in-place.
- Conduct laboratory tests on proposed fill soils (ASTM D-422, ASTM D-1140, and ASTM D-698).
- Perform compaction testing of soils and base course materials for building pads, roads, and parking areas.
- Provide periodic inspections and testing by Dynamic Cone Penetrometer of soils at footing bearing level to verify that the soils encountered are satisfactory for the allowable design pressure.

Cast-in-Place Concrete

- Collect and review concrete batch tickets to confirm compliance with the approved mix design(s).
- Anchor bolts shall be observed prior to concrete placement to confirm proper placement and embedment.
- Observe reinforcing steel and formwork prior to placement of concrete.
- If extreme weather conditions are apparent, document that hot or cold weather procedures are followed.

January 16, 2023**ECS SOUTHEAST, LLP**

- Visually check the concrete in each truck as it arrives on site for proper slump and observe general placement procedures.
- Sample and test plastic concrete to include slump tests, air content, unit weight of lightweight concrete, and temperature.
- Facilities for storage of field curing test samples and initial curing should be provided by the contractor.
- Cast and cure 4 by 8-inch concrete cylinder test specimens for compressive strength testing per specifications.
- Deliver test specimens to the ECS laboratory within 24 hours after casting.
- Provide laboratory curing, compressive strength testing and report of concrete cylinder test specimens.

Structural Steel

- We anticipate that the project steel and decking fabricators will be American Institute of Steel Construction (AISC) or Steel Deck Institute (SDI) certified fabrication facilities and will be exempt from Special Inspections per NCBC 1704.2. Therefore, we do not anticipate having to perform shop inspections. At the completion of fabrication, collect a copy of the Certificate of Compliance prepared by the fabricators for structural steel and decking, as applicable.
- Observe mill test reports and piece markings on structural members, high-strength bolts and nuts, and welding electrodes to verify conformance with the project drawings and specifications.
- Observation of high strength bolts for compliance with project drawings and specifications.
- Observe steel framing and bracing to verify conformance with the project structural drawings.
- Observe metal decking materials for type and gauge compliance with project specifications.
- Perform the following periodic/continuous inspections as related to on-site structural steel erection and welded connections:
 - Continuous observation of following welded connections:
 - Complete and partial penetration groove welds
 - Multi-pass fillet welds
 - Single pass fillet welds exceeding 5/16 inches
 - Periodic observation of following welded connections
 - Single pass fillet welds 5/16 inches or less
 - Floor and roof deck welds
- Observe light gauge steel framing for member size, locations, attachments, and bracing.
- Review light gauge steel framing and attachment submittals.
- Light gauge steel framing will be observed with respect to the approved shop drawings.

January 16, 2023

ECS SOUTHEAST, LLP

Asphalt

- Observe placement of asphalt pavement in accordance with NCDOT specifications.
- Monitor temperature and density of asphalt pavements during installation and provide information as to the performance of these materials during installation for the purpose of quality control.

Engineering and Project Management

- Our engineers and project managers are available for site visits, pre-construction meetings, and monthly meetings throughout the duration of the project.
- ECS project engineers review field and laboratory reports prior to distribution to the project team.
- ECS project engineers provide recommendations and support our field staff and are available to discuss the project with our client on a daily basis.

COMMUNICATIONS

To expedite the timely distribution of our daily reports, our field personnel utilize laptop computers to collect, process, and return data to our office. Our use of this technology typically facilitates electronic distribution of our daily reports within approximately **24 hours**. The computers allow us to simultaneously communicate our testing data with all project team members.

The appropriate contractor or owner representative should contact our scheduling coordinator to provide the appropriate level of staffing to meet the project requirements; the direct phone number is 910-726-3025. All scheduling requests must be made prior to 2 pm the business day before the testing is needed so that the proper personnel may be scheduled for the required inspection task. Each scheduling request will be assigned a work order number so that the scheduled testing and inspection is documented. We also ask that we be provided with one full set of up-to-date project drawings and specifications prior to starting work on this project.

ECS will transmit reports by e-mail (or U.S. Mail, if requested). Please list those to whom the reports should be sent and provide their e-mail addresses or mailing addresses, as appropriate, on the attached Proposal Acceptance Form.

FEES/COST OF SERVICES

Based upon the scope of services and our fee schedule, ECS estimates that our services for the SI and CMT on the project will be on the order of **\$27,955.00**. A cost estimate is attached. ECS will invoice for our services on a unit-rate basis in accordance with the unit rates provided in the attached Project Fee Schedule. Invoices will be submitted on a monthly basis—typically on or about the 10th day of each month.

Our estimated cost provided does not constitute a lump-sum or not-to-exceed price for our services. Additional visits, re-inspections and unanticipated scopes of services may be required and will be invoiced in accordance with the attached fee schedule.

January 16, 2023**ECS SOUTHEAST, LLP**

At the time of this proposal, a project schedule was not available, and this cost estimate is based on our assumptions of the provided schedule considering the civil drawings. The actual cost may be more or less than our cost estimate and will depend on the duration of construction and the frequency of testing scheduled by the general contractor. Should the construction schedule change and/or change in the scope of services differ from the proposed schedule or supplied schedule and scopes, our estimate will be revised utilizing the enclosed unit rates within this proposal. ECS will notify you of any changes in such schedule and/or scope of services prior to executing our services. ECS will invoice only the actual costs of services provided.

AUTHORIZATION

If the scope of work as outlined above and the attached Terms and Conditions are acceptable to you, please sign the attached Proposal Acceptance Form and return one copy of the Proposal Acceptance Form to ECS. Please note that the attached Terms and Conditions of Service are incorporated herein by reference and are an integral part of this agreement between us.

Alternatively, you could issue a letter of acceptance or purchase order. If you opt to do so, ECS would ask that you include the proposal number and date hereof on such documents in order to incorporate this proposal by reference.

By signing the Proposal Acceptance Form—or by referencing this proposal in other documents intended to authorize ECS to proceed with the scope of services described above—you are also accepting the Terms and Conditions of Service and making this proposal the agreement.

This proposal is valid for a period of sixty (60) days; beyond that date it may be necessary to revise our schedule or fee.

Fully completing and signing the attached Proposal Acceptance Form will provide formal authorization for ECS to enter the site and perform the above work, as well as providing proper invoicing instructions and distribution lists for reports and correspondence. Please provide any specific instructions or details not covered in this proposal on the attached Proposal Acceptance Form. Please note we have provided a place to for you to enter invoicing instructions and report distribution.

January 16, 2023

ECS SOUTHEAST, LLP

We look forward to the opportunity to work with you on this project and hope to serve as your consultant in the future. If you have questions, or if we can be of additional service, please contact us at (910) 686-9114.

Respectfully submitted,

ECS SOUTHEAST, LLP



William S. Cromartie
Construction Service Manager



Winslow Goins
Principle Engineer

Attachments: ECS Fee Schedule
Cost Estimate
Proposal Acceptance Form

January 16, 2023

ECS SOUTHEAST, LLP

FEE SCHEDULE
SPECIAL INSPECTIONS & CONSTRUCTION MATERIALS TESTING

Field Technician (Concrete, Soils).....	\$ 55.00/hour
NCDOT Soils or Asphalt Technician	\$ 65.00/hour
Masonry or Concrete Special Inspector	\$ 80.00/hour
Fireproofing Technician	\$ 75.00/hour
Certified Welding Inspector/Bolting Inspector	\$ 95.00/hour
NDE Technician Level 2 Inspector	\$105.00/hour
Wood Framing/Wind Quality Inspector	\$ 95.00/hour
Secretary	\$ 50.00/hour
Project Engineer.....	\$125.00/hour
Principal Engineer/Special Inspector	\$185.00/hour
Mileage	\$ 0.75/mile

Note: Charges for engineering and technical personnel will be made for time spent in the field, in engineering analysis, in preparation and review of reports, and in travel to and from our office.

Overtime = Standard Rate x 1.5 for services performed exceeding 8 hours per day, outside our normal business hours of 7:00 am to 5:00 pm, holidays, Saturday, and Sunday.

EQUIPMENT and LABORATORY

Standard Proctor (ASTM D-698).....	\$150.00 each
Modified Proctor (ASTM D-1557).....	\$160.00 each
Asphalt Density Determination	\$ 50.00/core
Atterberg Limits (LL & PL) Determination (ASTM D-4318)	\$ 70.00/test
Grain Size Analysis Test (ASTM D-422)	\$ 70.00/test
Compressive strength of grout prisms	\$ 17.00 each
Compressive strength of masonry prisms.....	\$ 50.00 each
Compressive strength of grout cubes	\$ 15.00 each
Compressive strength of concrete cylinders.....	\$ 18.00 each
Compressive strength of concrete cores, (ASTM C-42)	\$ 50.00 each
Density Test Equipment.....	\$ 75.00/day
Fireproofing Test Equipment.....	\$100.00/day
Floor Flatness Equipment	\$150.00/day
Ultrasonic Weld Testing Equipment.....	\$250.00/day
Core machine.....	\$200.00/day
Curing Box Fee	\$150.00/each
Rental Equipment & Non-standard Supplies	Cost x 1.15

Note: The above charges will be made for tests and equipment operated by ECS SOUTHEAST, LLP personnel in addition to personnel charges already listed.

January 16, 2023

ECS SOUTHEAST, LLP



6714 Netherlands Drive
Wilmington, North Carolina 28405

Phone: (910) 686-9114

Fax: (910) 686-9666

Project Name:

Ash-Waccamaw Multiuse Building

Proposal Number:

27013

Date:

January 16, 2023

SPECIAL INSPECTIONS & CONSTRUCTION MATERIALS TESTING SERVICES

Assumptions:

Field Services:	Quantity			Unit Rate	Cost
Engineering Technician:					
Earthwork Testing	12 visits	@	6 hours / visits	\$55.00 / hour	\$ 3,960.00
Foundation Soils Testing	5 visits	@	6 hours / visits	\$55.00 / hour	\$ 1,650.00
Concrete Testing	9 visits	@	6 hours / visits	\$55.00 / hour	\$ 2,970.00
Concrete Special Inspections	4 visits	@	3 hours / visits	\$80.00 / hour	\$ 960.00
Sample Pickups Only	6 visits	@	3 hours / visits	\$55.00 / hour	\$ 990.00
Structural Steel Bolts and Welds	4 visits	@	6 hours / visits	\$95.00 / hour	\$ 2,280.00
Light Gauge Metal Framing	3 visits	@	6 hours / visits	\$95.00 / hour	\$ 1,710.00
Asphalt	2 visits	@	8 hours / visits	\$65.00 / hour	\$ 1,040.00
Mileage	45 visits	@	100 miles / visits	\$0.75 / mile	\$ 3,375.00
Field Services Subtotal:					\$ 18,935.00
Laboratory Testing:	Quantity			Unit Rate	Cost
Standard Proctor	2 samples			\$150.00 / sample	\$ 300.00
Comp. Strength of Concrete (Structure)	10 sets			\$18.00 / cylinder	\$ 720.00
Laboratory Testing Subtotal					\$ 1,020.00
Equipment Rental:	Quantity			Unit Rate	Cost
Nuclear Density Equipment	12 fees			\$75.00 / day	\$ 900.00
Equipment Rental Subtotal:					\$ 900.00
Engineering/Project Management:	Quantity			Unit Rate	Cost
Principal Engineer (P.E. Licensed)	30 hours			\$185.00 / hour	\$ 5,550.00
Project Manger	6 hours			\$125.00 / hour	\$ 750.00
Secretary	16 hours			\$50.00 / hour	\$ 800.00
Engineering/Project Management Subtotal:					\$ 7,100.00
ESTIMATED TOTAL COST FOR CONSTRUCTION MATERIALS TESTING SERVICES:					\$ 27,955.00

January 16, 2023

ECS SOUTHEAST, LLP

PROPOSAL ACCEPTANCE FORM
ECS SOUTHEAST, LLP
(Please Print or Type)

Project Name: Ash-Waccamaw Multiuse Building
Location: Ash, NC

Please complete and return this Proposal Acceptance Form to ECS as shown at the bottom of this form. By signing and returning this form, you are authorizing ECS to proceed, providing ECS permission to enter the site, and making this proposal the agreement. Your signature also indicates you have read this document and the *Terms and Conditions of Service* in their entirety and agree to pay for services as above set forth.

CLIENT AND BILLING INFORMATION

Name of Client: Brunswick County
Contact Person: Wm. L. Pinnix, P.E. - Engineering Services Director
Telephone No. 910.253.2408
E-mail: william.pinnix@brunswickcountync.gov

	<u>Responsible for Payment</u>	<u>Approval of Invoice (if different)</u>
Contact Name:	<u>Wm. L. Pinnix, P.E.</u>	<u></u>
Company Name:	<u>Brunswick County</u>	<u></u>
Address	<u>PO Box 249</u>	<u></u>
Address	<u>Building I</u>	<u></u>
City, State, Zip	<u>Bolivia, NC 28422</u>	<u></u>
Telephone No.:	<u>910.253.2408</u>	<u></u>
Fax No:	<u>910.253.2704</u>	<u></u>
E-mail Address:	<u>william.pinnix@brunswickcountync.gov</u>	<u></u>

Reports are normally e-mailed directly to client. If you require copies to others, please provide their names, e-mail addresses, and fax numbers below.

Name	e-mail Address	Phone Number	Fax Number
<u></u>	<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>

Special Instructions:

Client Signature: × Date:

Please return signed authorization to William Cromartie at wcromartie@ecslimited.com