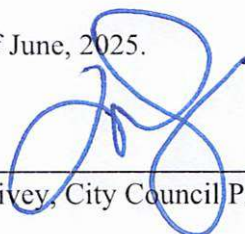


**Resolution 2025-R-114**

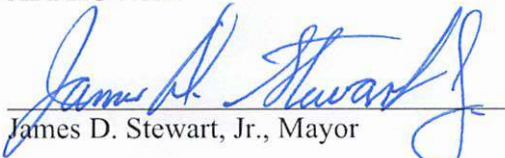
*A Resolution authorizing execution of an agreement with Birmingham Engineering and Construction Consultants, Inc. for Construction Materials Testing and Special Inspections for the Irondale Fire Station #3 Construction Project*

**BE IT HEREBY RESOLVED** by the City Council of the City of Irondale, Alabama, in regular meeting duly assembled, a quorum being present that Mayor James D. Stewart, Jr., or his designee, is hereby authorized to execute an agreement for construction materials testing and special inspections with Birmingham Engineering and Construction Consultants, Inc. (in substantially the form attached here to as **Exhibit 1**) for the Irondale Fire Station #3 Construction Project in an amount not to exceed Thirty-One Thousand Two Hundred Forty-Two and 23/100 Dollars (\$31,242.23).

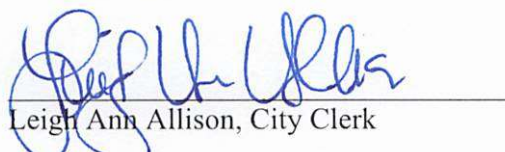
**ADOPTED & APPROVED:** This 17th day of June, 2025.

  
\_\_\_\_\_  
David Spivey, City Council President

**APPROVED:**

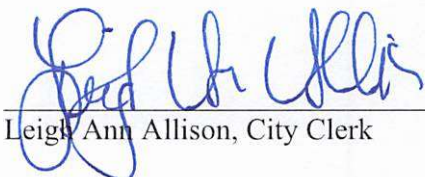
  
\_\_\_\_\_  
James D. Stewart, Jr., Mayor

**ATTESTED:**

  
\_\_\_\_\_  
Leigh Ann Allison, City Clerk

**CERTIFICATION**

I, Leigh Ann Allison, the City Clerk of the City of Irondale, Alabama, hereby certify that the above to be a true and correct copy of a resolution adopted by the City Council of the City of Irondale at its regular meeting held on the 17th day of June, 2025, as the same appears in the minutes of record of said meeting.

  
\_\_\_\_\_  
Leigh Ann Allison, City Clerk

**Exhibit 1**



LISA K. MORRISON  
CEO  
MARTIN T. BURFORD, P.E.  
President  
RICHARD A. RHINEHART, P.E.  
Senior Vice President

April 30, 2025

City of Irondale  
c/o KMS, LLC  
3029 2<sup>nd</sup> Avenue South  
Birmingham, AL 35233

Attention: Kelten Garrett

**Subject:** Proposal for Construction Materials Testing and Special Inspections  
Irondale Fire Station #3 in  
Irondale, Alabama  
**BECC Proposal Number: Q1-25066**

Gentlemen:

BECC, Inc. appreciates the opportunity to submit our proposal for call-out construction materials testing and laboratory testing services. BECC is a certified testing laboratory with certifications from several independent national organizations and we meet the requirements of ASTM E 548. Our technicians and inspectors are certified in materials testing by ACI, NICET, AWS, FAA, ACOE and ALDOT.

BECC is the geotechnical engineer of record for the project. Therefore, we are the most qualified firm to perform the testing and inspection services because we have the most experience with the site's soil conditions. We have prepared our proposal based on the project drawings, specifications and our experience with similar projects. The attached budget includes the following:

- Compaction Testing
- Proofroll
- Rebar Inspections
- Concrete Testing
- Footing Inspections and Bearing Capacity Verification
- Structural Steel Inspections
- Laboratory Testing

Geotechnical, Materials & Environmental Engineers

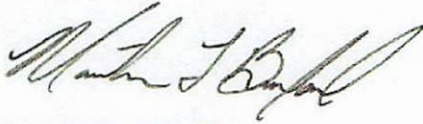
Ph. (205) 941-1119 | Fax (205) 941-1198  
[www.beccinc.com](http://www.beccinc.com)

BECC will use the rates attached to complete any testing project for your project. This is for materials testing services only and does not include any design or engineering services.

We developed a budget below and attached based on the anticipated number of site visits and testing needed. This budget may change due to actual project requirements and site conditions. We have also provided our unit rates on the attached "2025 Unit Fee Schedule". BECC will use these rates to complete the Scope of Services. The attached rates are for call-out construction materials testing services and do not include engineering or design services. For services contracted on a call-out basis, the client or his authorized field representative is responsible for requesting and coordinating our services. **BECC cannot assume any responsibility for work not tested due to inadequate instructions, or notification by the contractor.**

Our primary objective is to provide the necessary services in the most efficient manner to verify compliance. If you have any questions regarding this proposal, please do not hesitate to contact our office.

Respectfully submitted,  
BECC, Inc.

A handwritten signature in black ink, appearing to read "Marty Burford".

Marty Burford, P.E.  
President

**ESTIMATED BUDGET and UNIT FEES**

for Special Inspectons and Construction Materials Testing Services  
for the FIRES STATION #3 in  
Irondale, Alabama  
BECC Proposal Number Q1-25066  
April 30, 2025

ITEM	Work Days	H	Quantity	Unit Cost	Total	
<b>Compaction Testing/Proofrolling - Grading and Backfill (Est. 4 weeks x 5 days/week)</b>						
Senior Engineering Technician	20	8	160	hours	\$74.00	\$11,840.00
Senior Engineering Technician - OT	20	0	0	hours	\$111.00	\$0.00
Division Manager - Report Review	20	0.25	5	hours	\$125.00	\$625.00
<b>Concrete Testing (Est. 6 pours)</b>						
Senior Engineering Technician	6	8	48	hours	\$74.00	\$3,552.00
Senior Engineering Technician - OT	6	0	0	hours	\$111.00	\$0.00
Division Manager - Report Review	6	0.25	2	hours	\$125.00	\$187.50
<b>Rebar Reinforcement Special Inspections (Est. 1 / week for 4 weeks)</b>						
Masonry Special Inspector	4	4	16	hours	\$95.00	\$1,520.00
Masonry Special Inspector - OT	4	0	0	hours	\$142.50	\$0.00
Division Manager - Report Review	4	0.25	1	hours	\$125.00	\$125.00
<b>Structural Steel Inspections (Est. 4 inspections)</b>						
Structural Steel Special Inspector	4	8	32	hours	\$135.00	\$4,320.00
Structural Steel Special Inspector - OT	0	1	0	hours	\$202.50	\$0.00
Division Manager - Report Review	4	0.25	1	hours	\$125.00	\$125.00
<b>Laboratory Tests/ Equipment/Reimbursables</b>						
Proctor Density (698 or 1557)			2	tests	\$185.00	\$370.00
Atterberg Limits			2	tests	\$120.00	\$240.00
Wash #200			2	tests	\$125.00	\$250.00
Concrete Cylinders (Est. 6 pours)	6	5	30	cylinders	\$15.00	\$450.00
<b>Miscellaneous</b>						
Nuclear Density Gauge	20	8	480	hours	\$7.50	\$3,600.00
Trip Charge (Mileage, Truck Use, etc.)			34	trips	\$75.00	\$2,550.00
Sr. Project Management/Report Review and Signature by a P.E. (15% Field and Lab)						\$4,463.18
Administrative Fee (5% Subtotal)						\$1,710.88
			<b>TOTAL BUDGET</b>			<b>\$29,754.50</b>
			<b>ESTIMATE</b>			<b>\$1,487.73</b>
						<b>\$31,242.23</b>

**Notes:**

The construction schedule was not available at the time of this proposal. The actual schedule for testing/inspection requirements may vary and therefore this budget will need to be revised.

Minimum call-out time is four (4) hours for all field testing.

All personnel rates are charged portal-to-portal.

All unit rates for equipment rental are charged in addition to personnel rates.

Overtime will be charged at a rate of 1.5 times the hourly rate for any hours worked by one employee over 40 hours per working week.

National Holidays will be billed at 2 times the prorated hourly rate.

A 5% administrative fee will be added to each invoice to cover postage, handling, secretarial time, etc.



## 2025 BECC UNIT FEE SCHEDULE

### PERSONNEL

Senior Engineering Technician (field & laboratory).....	\$ 74.00/hour
Asphalt Plant Technician .....	\$ 85.00/hour
ICC Certified Special Inspector .....	\$ 95.00/hour
Structural Steel Inspector, CWI-visual weld inspection, bolt torque .....	\$ 135.00/hour
Environmental Engineer.....	\$ 165.00/hour
Technical Services Division Manager .....	\$ 125.00/hour
Staff Engineer.....	\$ 95.00/hour
Project Engineer/Geologist .....	\$ 110.00/hour
Project Manager, P.E. ....	\$185.00/hour
Principal Engineer, P.E. ....	\$265.00/hour
Draftsman .....	\$ 85.00/hour

### EQUIPMENT & SUPPLIES

Nuclear Density Gauge .....	\$ 7.50/hour
Floor Flatness Machine Use .....	\$25.00/hour
Dual Mass Dynamic Cone Penetrometer .....	\$120.00/day
Seismometer .....	\$900/month
Paint Thickness Meter .....	\$ 85.00/day
Flagmen/Traffic Control (2 Men Crew).....	\$150.00/hour
Truck Use.....	\$ 65.00/day
Per Diem .....	\$IRS Rate
Mileage .....	\$ 0.70/mile

### LABORATORY SERVICES

#### **Soil:**

Standard Proctor Density-ASTM D698.....	\$ 185.00/test
Modified Proctor Density-ASTM D1557.....	\$ 195.00/test
One –Point Proctor Verification Check.....	\$ 95.00/test
Oversize Correction (if necessary)-ASTM D4718(includes specific gravity).....	\$ 45.00/test
Sieve Analysis, coarse only.....	\$ 165.00/test
Sieve Analysis By Wash #200-ASTM D1140.....	\$ 125.00/test
Plasticity Index-ASTM D4318 .....	\$ 120.00/test
Specific Gravity-ASTM D854 .....	\$ 115.00/test
Moisture Content-ASTM D2216.....	\$15.00/each
California Bearing Ratio-ASTM D1883 (does not include proctor).....	\$ 685.00/each
Particle Size Analysis .....	\$ 255.00/each
Unit Weight.....	\$ 85.00/test

Unconfined Compressive Strength Soils .....	\$ 180.00/test
Consolidation Test-ASTM D2435 (includes 1 rebound cycle) .....	\$ 650.00/test
Triaxial Shear (CU)-ASTM D4767 (includes 3 points).....	\$1,600.00/test
Triaxial Shear (UU).....	\$ 550.00/test
Triaxial Shear (includes 9 points).....	\$1,900.00/test

**Concrete/Aggregates:**

*Includes storage, curing, capping and testing according to applicable ASTM Standards*

Concrete cylinders .....	\$ 15.00/each
Concrete beams-flexural strength .....	\$ 35.00/each
Concrete cores (includes trimming) .....	\$ 55.00/each
Grout specimens.....	\$ 25.00/each
Mortar cubes (4 per set) .....	\$ 35.00/set
CMU .....	\$ 50.00/each
Standard Masonry Prism .....	\$ 150.00/each
L. A. Abrasion-ASTM C131/C535.....	\$ 395.00/test
L. A. Abrasion-sample preparation (if necessary) .....	\$ 150.00/each
Sodium Sulfate Soundness-5 cycle ASTM C88 .....	\$ 575.00/test
Additional cycles.....	\$ 50.00/each
Sand Equivalency D2419.....	\$ 450.00/each
Specific Gravity (Fine and Coarse) .....	\$ 75.00/test

**Asphalt:**

Density of Asphalt Cores (Bulk Gravity).....	\$ 185.00/core
Thickness of Asphalt Cores .....	\$ 8.50/core
Marshall Stability and Flow-set of 3-ASTM D1559.....	\$ 475.00/set
Percent Bitumen.....	\$ 450.00/each
Aggregate Gradation .....	\$ 255.00/each

**NOTES:**

*Minimum call-out time is four (4) hours for all field testing.*

*Unit rates are charges portal to portal. When testing and inspection personnel are performing multiple duties in one visit, the higher rate that is applicable will apply.*

*Overtime will be charged at a rate of 1.5 times the hourly rate for any hours worked over 8 per day, before 7:00 a.m. or after 5:00 p.m., Saturdays or Sundays. Overtime will be charges at a rate of 2 times the hourly rate for any hours worked on National Holidays.*

*Time spent for basic report review by the Technical Services Division Manager will be charged in addition to unit rates quoted for all tests. A 5% administrative fee will be attached to each invoice in place of clerical time.*



## AGREEMENT FOR SERVICES

**SCOPE OF SERVICES** The scope of Birmingham Engineering & Construction Consultants, Inc. (BECC)'s services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibits to this Agreement (which section of exhibit is incorporated into this Agreement). BECC's services do not include the investigation or detection of, nor do recommendations in BECC's reports address occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. BECC's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to BECC at the time of the Services.

**ACCEPTANCE** Client agrees that execution of our General Terms and Conditions is a material element of the consideration BECC requires to execute the Services, and if Services are initiated by BECC prior to execution of our General Terms and Conditions as an accommodation for Client, at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party.

**RIGHT OF ENTRY AND SAFETY** The Client will provide access to and make all provisions for right of entry of Birmingham Engineering & Construction Consultants, Inc. (BECC) and all necessary equipment in order to perform the work. While BECC will take all reasonable precautions to minimize any damage to the property, it is understood by Client that in the normal course of work some damage may occur, the correction of which is not part of this Agreement. BECC 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 other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

**SAMPLING OR TEST LOCATION** Unless otherwise stated, the fees in this proposal do not include costs associated with surveying of the site for the accurate horizontal and vertical locations of tests. Field tests or boring locations described in our report or shown on sketches are based upon information furnished by others or estimates made in the field by our representatives. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated. If the Client specifies the test or boring location, we reserve the right to deviate a reasonable distance from the location specified. BECC reserves the right to terminate this contract if site conditions prevent drilling at or near the designated boring locations and these conditions were not revealed to us prior to submitting this proposal. If, in order to complete the borings to their designated depths, a redrilling is necessitated by encountering impenetrable subsurface objects, these services will be charged for at the appropriate rates in the fee schedule.

**UTILITIES** In the prosecution of this work, BECC will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities.

**SAMPLES** BECC will retain all soil and rock samples for 30 days. Further storage or transfer of samples can be made at the Owner's expense upon written request.

**INVOICES/PAYMENT** Client's payment for goods or services to be performed shall be set forth in this Agreement unless otherwise agreed to in writing by BECC. If not stated in this Agreement, fees will be in accordance with BECC's current fee schedule. BECC will submit invoices to client monthly and a final bill upon completion of services. Invoices will show charges for different personnel and expense classifications. A more detailed separation of charges and back-up data will be provided at client's request. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Client agrees to pay a finance charge of one percent (1%) per month, or the maximum rate allowed by law, on past due accounts. BECC can suspend Services for lack of timely payment.

**OWNERSHIP OF DOCUMENTS** All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by BECC, as instruments of service, shall remain the property of BECC, but a copy thereof shall be provided to Client upon Client's written request and may be utilized by Client for Client's purposes. Furthermore, all of these documents constitute proprietary information and shall be held in confidence by the Client. If Client does not pay for the services rendered by BECC up to the earlier of termination or completion of the work by BECC, Client agrees that all reports and other work furnished to the Client or his agent, which is not paid for, will be returned upon demand and will not be used by the Client for any purpose whatever.

**STANDARD OF CARE/WARRANTY** Service performed by BECC under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, express or

implied, is made. BECC makes no warranties or guarantees express or implied, relating to BECC's services and BECC disclaims any implied warranties or warranties imposed by law, including warranties of merchantability and fitness for a particular purpose.

**PHASE I ENVIRONMENTAL SITE ASSESSMENT** A Phase I Environmental Site Assessment (ESA) is limited to a historical search of the property's past usage, a review of the present use of the property, including a site reconnaissance, and a review of applicable Environmental Protection Agency (EPA) and the state regulatory authority listings for record of regulated facilities adjacent to the subject site. The Client should limit his conclusions and use of the report issued by Birmingham Engineering & Construction Consultants, Inc. (BECC) to the degree of the scope of the work performed. BECC does not assume any liability for loss or damage that may occur as a result of the Client's or any third party's use of BECC's report.

**SUBSURFACE RISKS** Client recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with the appropriate equipment and experienced personnel under the direction of a trained professional who functions in accordance with a professional standard of care may fail to detect certain conditions such as sinkholes, underground mines, caverns, rock, water, unstable soil, hazardous materials, etc., because they are hidden and therefore cannot be considered in development of a subsurface exploration program. For similar reasons, actual environmental, geologic and geotechnical conditions that BECC properly infers to exist between sampling points may differ significantly from those that actually exist. The passage of time also must be considered, and Client recognizes that, due to natural occurrence or other direct or indirect human intervention at the site or distant from it, actual conditions discovered may quickly change. Client realizes that nothing can be done to eliminate these risks altogether. BECC is available to explain these risks and risk reduction methods to Client, but, in any event, the scope of services included with this proposal is that which Client agreed to or selected in light of his own risk preferences and other considerations.

**AQUIFER CONTAMINATION** Subsurface sampling may result in unavoidable contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading hazardous materials off-site. Because nothing can be done to eliminate the risk of such an occurrence, and because subsurface sampling is a necessary aspect of the work which BECC will perform on Client's behalf, Client waives any claim against BECC from any claim or liability for injury or loss which may arise as a result of alleged cross-contamination caused by sampling.

**HAZARDOUS SUBSTANCES AND CONSTITUENTS** Client agrees to advise BECC in writing upon execution of this Agreement of any hazardous substances or any condition existing in, on, or near the site presenting a potential danger to human health, the environment, or equipment that Client has actual knowledge of at that time. Client agrees to provide to BECC continuing information of hazardous conditions or substances as this information becomes available to the Client/Owner. By virtue of entering into this Agreement or of providing services hereunder, BECC does not assume control of, or responsibility for, the site or the person in charge of the site, or undertake responsibility for reporting to any federal, state or local public agencies any conditions at the site that may present a potential danger to public health, safety or the environment.

**UNFORESEEN OCCURRENCES** If, during the performance of services, any unforeseen hazardous substances or constituents or other unforeseen conditions or occurrences are encountered which, in BECC's sole judgment significantly affect or may affect the services, the risk involved in providing the services, or the recommended scope of services, BECC will promptly notify Client thereof. Subsequent to notification, BECC may:

- (a) If practicable, in BECC's sole judgment, complete the original Scope of Services in accordance with the procedures originally intended in the proposal;
- (b) Agree with Client to modify the Scope of Services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or
- (c) Terminate the services effective on the date specified by us in writing.

**FAILURE TO ENCOUNTER HAZARDOUS MATERIALS** It is possible that document review and site reconnaissance may fail to reveal the presence of hazardous materials at a site. Client understands that BECC's failure to discover hazardous materials does not guarantee that hazardous materials do not exist at the site. Similarly, a site which in fact is unaffected by hazardous materials at the time of BECC's site reconnaissance may become contaminated later as a result of natural phenomena or human intervention. Client/Owner agrees that it would be unfair to hold BECC liable for failing to discover hazardous materials from the scope of the work performed. Accordingly, Client waives any claim against BECC from any claims or liability for injury or loss arising from BECC's failure to detect the presence of hazardous materials.

**CONSTRUCTION ESTIMATES/BID DOCUMENTS** The geotechnical report that is prepared as a part of this contract is for general geotechnical design purposes only and the information may not be sufficient to prepare accurate bids for excavation and rock quantities, dewatering, removal of unsuitable materials or excavation support. An entirely different work scope will be required for quantity estimation purposes.

Furthermore, no subsurface exploration program, no matter how comprehensive, can reveal all that is hidden by earth, rock and time. Misinterpretation, improper or unauthorized use of geotechnical reports by contractors and/or other design professionals in preparing cost and quantity estimates or bid documents is a major cause of construction claims.

**PLANS AND SPECIFICATIONS REVIEW** The Client agrees to contract BECC to review plans and specifications and to work with other design professionals who are affected by the geotechnical report. The review of plans and specifications is to assure that the geotechnical issues have been dealt with properly and that geotechnical findings and recommendations are properly interpreted and incorporated in design. It shall be the Client/Owner's responsibility to notify other design professionals of this important and necessary review.

**TESTING AND OBSERVATIONS** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide these results and opinions based on tests and field observations only for the work stated. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce – not eliminate- project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible ( even if delegated to contractor ) for notifying and scheduling BECC so BECC can perform these Services. BECC shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and BECC's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. BECC will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods.

**MONITORING OF CONSTRUCTION** Construction monitoring is not insurance, nor does it constitute a warranty or guarantee of any type. Contractors shall retain responsibility for the quality of their work and for adhering to plans and specifications. The Client understands that the presence of our field representative will be for the purpose of providing observation and field testing. Our work does not include supervision or direction of the work of the contractor, his employees or agents. The contractor for this project should be so advised. The contractor should also be informed that neither the presence of our field representative nor the observation and testing by our firm shall excuse him in any way for defects discovered in his work. It is understood that our firm will not be responsible for job or site safety on this project. Job and site safety will be the sole responsibility of the contractor. The Client understands that the words "supervision", "inspection", or "control" shall mean periodic observation of the work (and the taking of pertinent field tests outlined in the project documents) by the engineer or technician for general verification with plans and specifications.

**ON-CALL SERVICES** For services contracted on an on-call basis, the Client or his authorized field representative is responsible for requesting and coordinating our services in a timely manner. BECC cannot assume any responsibility for work not tested due to inadequate instructions, or notification by Client. The Client agrees to provide a minimum 24 hours prior notification for services to allow satisfactory coordination of technical staff. BECC cannot assume any responsibility for delays caused by lack of proper notification.

**LIMITATION OF LIABILITY Omitted.**

**INSURANCE** BECC represents and warrants that it, its agents, staff and consultants employed by it, is and are protected by workman's compensation insurance as required by law and that BECC has such coverage under professional liability, public liability and property damage insurance policies which BECC deems to be adequate. Certificates for all such policies of insurance shall be provided to Client prior to BECC beginning the agreed services hereunder. Client will be named as an additional insured on such coverage. Client and BECC shall waive subrogation against the other party on all general liability and property coverage.

**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.

**DISPUTES** This agreement shall be governed by and construed according to

Alabama law. . The venue for any dispute regarding this Agreement filed in a court of competent jurisdiction shall only be appropriate in Jefferson County, Alabama, Birmingham Division. The parties hereby consent to the exclusive and personal jurisdiction of the courts in and for the State of Alabama in the event of litigation pertaining to this Agreement.

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

**TERMINATION** This Agreement may be terminated by either party upon seven (7) days written notice for any reason and/or in the event of substantial failure by the other party to perform in accordance with the terms hereof. In the event of a substantial failure, such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. If BECC's services are terminated by Client, BECC shall stop work immediately. In the event of termination, BECC shall be paid for services performed to the termination notice date plus reasonable termination expenses. The expenses of termination or suspension shall include all direct costs of BECC in completing such analyses, records and reports.

**CHANGE ORDERS/SCOPE OF WORK CHANGES** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, BECC will return to Client a statement or Change Order setting forth and adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If project conditions change materially from those observed at the site or described to BECC at the time of proposal, BECC is entitled to a change order equitably adjusting its Services and fee.

**FORCE MAJEURE** BECC reserves the right to cancel or modify this Agreement or change any performance dates if BECC's production is delayed on account of strikes in labor, fire, an act of God, governmental order or regulation, or other conditions beyond BECC's control. BECC shall not be liable for delays or defaults in delivery due to fire, an act of God, governmental order or regulation or other unforeseeable causes beyond its control and without its fault or negligence (herein referred to as a "Force Majeure Event"), provided that BECC notifies Client/Owner within thirty (30) days after BECC first knows of same.

**GOVERNING LAW AND CONSENT TO JURISDICTION** This Agreement shall be governed by and construed in accordance with the laws and decisions of the State of Alabama.

**MISCELLANEOUS** This Agreement and any payment or performance due under it may not be assigned, transferred, sublet, subcontracted or delegated, in whole or in part, by Client/Owner without the prior written consent of BECC. No act or failure to act of BECC shall constitute a waiver of any provision contained in this Agreement, and to be valid a waiver of any requirement or obligation under this Agreement must be in writing and signed by BECC. The section headings contained herein are not part of this Agreement, but are included solely for the convenience of the parties. The provisions of this Agreement are severable, and if any provision is held to be unenforceable, the remaining provisions will continue in full force and effect.

**INDEPENDENT CONTRACTORS** Nothing contained in this Agreement shall be construed as creating a partnership or joint venture between Client and BECC, and BECC shall at all times during the term of this Agreement be deemed to be an independent contractor, solely responsible for the manner by and in which it fulfills this Agreement. To the extent BECC's obligations under this Agreement require the performance of services by BECC on the premises of Client or any of Client customers, BECC agrees that such services are to be rendered by BECC as an independent contractor.

**AMENDMENT** Except in accordance with the provisions of this Agreement, this Agreement may be amended only by writing signed by representatives of both BECC and Client, each duly authorized to execute such amendment.

**CLAIMS FOR CONSEQUENTIAL DAMAGES:**

BECC and Client/Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

1. damages incurred by the Client for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
2. damages incurred by BECC for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.


This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with the terms of this Agreement.

**IMMIGRATION LAW COMPLIANCE** By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate applicable federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom

Both parties agree that this document constitutes the entire Agreement between the parties. Any and all representations made by either party are merged into this Agreement and if any representations, whether written or oral, are not contained in this Agreement, they have no effect and are not a part of the Agreement between the parties.

CLIENT

By:

  
Mayor

Title:

Company :CITY OF IRONDALE, ALABAMA

Date:

BECC, Inc.

By:



Title:

President

Date:

April 20, 2025