



February 1, 2022

City of Foley

200 West Laurel Avenue Suite - 225
Foley, Alabama

Attn: Mr. Taylor Davis, P.E.

Re: **Proposal for Pre-Design Geotechnical Testing**
Proposed Jessamine Avenue Extension
Foley, Alabama

Dear Mr. Davis:

GeoCon Engineering & Materials Testing, Inc. is pleased to have the opportunity to provide a proposal for pre-design geotechnical testing and engineering services for the above referenced project.

Project Information

We understand that the project subject to this proposal is the extension of Jessamine Avenue that includes about 400 linear feet of new roadway.

Proposed Scope of Services

The purpose of our investigation will be to determine the subgrade soil and ground water conditions along the proposed new roadway and make recommendations regarding site grading, subgrade preparation and pavement build-up. Three (3) manual hand auger borings to depths of about 4 feet will be performed along the proposed roadway. The borings will include Dynamic Cone Penetrometer soundings to help determine the consistency (firmness) of underlying subgrade soils.

A geotechnical engineer will be on-site during portions of the field exploration to locate the borings and to observe the soil conditions encountered in the borings. Boring locations may be adjusted by GeoCon based on soil and ground water conditions encountered. Soil laboratory testing will include soil grain size determination and Atterberg limit determination to classify the soils along with in-situ soil moisture content determination.

The collected soil test boring data and related soil laboratory test data would be evaluated by our engineering staff. A written geotechnical engineering report would be prepared and would include an assessment of the soil and ground water conditions relative to the proposed roadway construction and include recommended pavement build-ups. The geotechnical report would be prepared and signed by a Professional Engineer registered in the state of Alabama.

Pre-Design Geotech Fee

Based on the proposed drilling and sampling, the proposed laboratory testing, and engineering work scope, we can provide geotechnical testing and engineering services for a cost of \$2,000.

Scheduling

We could proceed with the drilling and sampling within 2 weeks following your notice to proceed. We estimate that drilling and sampling would be completed in 2 days, weather permitting, and soil laboratory testing could be completed in an additional 2 days. A completed geotechnical engineering report could be available within about 2 weeks following completion of the drilling and sampling.

Testing Standards

Our work on this project would be completed in general accordance with applicable ASTM standards and with generally accepted current standards of geotechnical engineering practices. We maintain general and professional liability insurance in amounts typically acceptable for similar projects. A copy of our insurance certificate can be obtained at your request.

Authorization

We thank you for allowing GeoCon the opportunity of providing a proposal for this project. To authorize us to provide the proposed geotechnical engineering services based on the above proposed budget, please sign both the below authorization form and the attached *Terms and Conditions* and return a copy to us for our files.

Please feel free to contact our office if you have any questions or if you need any additional information.

Sincerely,

GeoCon, Inc.



David A. Rachel
Vice President

Proposal Authorization Form

Accepted By: _____

Entity: _____

Signature: _____

Date: _____

Mailing Address: _____

Email Address: _____

TERMS AND CONDITIONS

SERVICES TO BE PROVIDED. GeoCon Engineering & Material Testing, Inc. (hereinafter GeoCon) is an independent consultant and agrees to provide Client, for Client's sole benefit and exclusive use, consulting services set forth in our proposal.

PAYMENT TERMS. Client agrees to pay our invoice upon receipt. If payment is not received within 30 days from the invoice date, Client agrees to pay a service charge on the past due amount at a rate of 1.5% per month, and GeoCon reserves the right to suspend all work until payment is received. No deduction shall be made from GeoCon's invoice on account of liquidated damages or other sums withheld from payments to contractors or others.

TERMINATION. Either party may terminate this Agreement without cause upon 20 days advance notice in writing. In the event Client requests termination prior to completion of the proposed services, Client agrees to pay GeoCon for all costs incurred plus reasonable charges associated with termination of the work.

PROFESSIONAL LIABILITY. Notwithstanding any other provision of this Agreement, the Engineer's and GeoCon's total liability to the Client for any loss or damages from claims arising out of or in connection with this Agreement from any cause including the Engineer's strict liability, breach of contract, or professional negligence, errors and omissions (whether claimed in tort, contract, strict liability, nuisance, by statute or otherwise) shall not exceed the lesser of the total contract price of this Agreement or the proceeds paid under GeoCon's liability insurance in effect at the time such claims are made. The Client hereby releases the Engineer from any liability exceeding such amount. In no event shall either party to this Agreement be liable to the other for special, indirect, incidental or consequential damages, whether or not such damages were foreseeable at the time of the commencement of the work under this Agreement.

SITE OPERATIONS. Client will arrange for right-of-entry to all applicable properties for the purpose of performing studies, tests and evaluations pursuant to the agreed services. Client represents that it possesses necessary permission, permits and licenses required for its activities at the site.

OWNERSHIP AND USE OF PROJECT DOCUMENTS. All documents are instruments of service in respect to the Services, and GeoCon shall retain an ownership and proprietary property interest therein (including the right of reuse at the discretion of GeoCon) whether or not the Services are completed. Client may make and retain copies of documents for information and reference in connection with the services by Client. Such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the services or on any other project. Any such reuse or modification without written verification or adaptation by GeoCon as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to GeoCon or GeoCon's consultants. Client shall indemnify and hold harmless GeoCon and GeoCon's consultants from all claims, damages, and expenses including attorneys' fees arising out of or resulting therefrom.

ADDITIONAL SERVICES OF CONSULTANT. If authorized in writing by the Client, GeoCon shall furnish additional services that are not considered as an integral part of the Scope of Services outlined in the Proposal Acceptance Sheet. Under this Agreement, all costs for additional services will be negotiated as to activities and compensation. In addition, it is possible that unforeseen conditions may be encountered that could substantially alter the original scope of services. If this occurs, GeoCon will promptly notify and consult with Client and any additional services will be negotiated.

ASSIGNABILITY. GeoCon shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Client; provided, however, that claims for money by GeoCon against Client under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be promptly furnished to the Client.

SERVICES TO BE CONFIDENTIAL. All services, including opinions, designs, drawings, plans, specifications, reports and other services and information, to be furnished by GeoCon under this Agreement are confidential and shall not be divulged, in whole or in part, to any person, other than to duly authorized representatives of the Client, without prior written approval of the Client, except by testimony under oath in a judicial proceeding or as otherwise required by law. GeoCon shall take all necessary steps to ensure that no member of its organization divulges any such information except as may be required by law.

CLAIMS. The parties agree to attempt to resolve any dispute without resort to litigation. However, in the event a claim is made that results in litigation, and the claimant does not prevail at trial, then the claimant shall pay all costs incurred in defending the claim, including reasonable attorney's fees. The claim will be considered proven if the judgment obtained and retained through any applicable appeal is at least ten percent greater than the sum offered to resolve the matter prior to the commencement of trial.

SEVERABILITY. It is understood and agreed by the parties hereto, that if any part, term or provisions of this Agreement is held by any court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining portion or portions of this Agreement shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

SURVIVAL. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and GEOCON shall survive the completion of the services and the termination of this Agreement.

INTEGRATION. This Agreement, the attached documents and those incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties.

GOVERNING LAW. This Agreement shall be governed in all respects by the laws of the State of Alabama and venue shall be in Baldwin County, Alabama.