



December 21, 2023

**City of Foley**  
Engineering Department  
200 West Laurel Ave. Suite 225  
Foley, Alabama 36536

Via Email

Attn: Mr. Jeff Scott Phillips

Re: **Proposal for Geotechnical Exploration**  
Proposed Modular Medical Clinic Building  
211 E Rose Ave  
Foley, Alabama

Dear Mr. Phillips:

GeoCon Engineering & Materials Testing, Inc. is pleased to submit this proposal to provide geotechnical testing and engineering services for the above referenced project. We understand that the project includes a new modular clinic building exhibiting about 1,960 square feet and installed on a shallow foundation.

#### **Proposed Scope of Services**

This proposal is based on three (3) 25 to 35-foot-deep soil test soundings in the proposed building area and two (2) hand auger borings to a depth of 4 feet in the proposed pavement areas. Laboratory testing will include in-situ moisture content along with soil grain size determination to help classify the soils. The purpose of our investigation will be to determine the subgrade soil conditions in the proposed building area and make recommendations regarding site grading, subgrade preparation and foundation design. Pavement build-up recommendations will also be provided.

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 building construction. The geotechnical report would be prepared and signed by a Professional Engineer registered in the state of Alabama.

#### **Fee Estimate**

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 \$3,500.00.

### Scheduling

Based on our typical workload at the time of our notice to proceed and the weather conditions, we can typically proceed with the drilling and sampling within 2 weeks following your approval of the proposal. We estimate that drilling and sampling would be completed in 1 day, weather permitting, and soil laboratory testing could be completed in an additional 3 days. A completed geotechnical engineering report could be available within 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

To authorize us to proceed with the above-described geotechnical services, please complete the authorization form and return it to this office for our file. GeoCon's Terms and Conditions, which are attached hereto, are hereby incorporated by reference as if fully set forth herein. By signing this Proposal, Client acknowledges and agrees that he/she has read the Terms and Conditions and agrees to be bound by the terms and conditions set forth therein.

We appreciate the opportunity to provide a proposal for this project. Please feel free to contact our office if you have any questions or if you need any additional information.

Sincerely,



Thomas A. Rachel  
Operations Manager

### Proposal Authorization Form

**Please Print**

Accepted By:

Signature: \_\_\_\_\_

Entity: City of Foley

Mailing Address: P.O. Box 1750 Foley, AL. 36536

Report will be addressed to: Jeff Phillips

Provide email address of all entities that should receive a copy of the report:

\_\_\_\_\_  
(Architect, Structural or Civil Engineer, Builder, Owner, Etc.)

Customer Email Address: \_\_\_\_\_

Invoice sent to: Mailing Address or Email Address

Contact Number: \_\_\_\_\_

Property cleared and accessible? Y or N

Project Address or PIN/Parcel number: \_\_\_\_\_

Proposed Amount: \$3,500.00

Date: \_\_\_\_\_

Comments: \_\_\_\_\_

GeoCon is not responsible for any damage to anything underground that is not marked.  
The proposed amount is only valid for 60 days unless executed.  
Failure to complete this form could delay the completion of the final report.  
Addendums can be subject to an additional fee.



## 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