



February 17, 2023

Mr. Glenn Smith
4099 Orange Beach Boulevard
Orange Beach, Alabama 36561

Re: **Proposal for Preliminary Soil Study**
Proposed New Batting Cages & Clubhouse Facility
Orange Beach Sports Plex
Orange Beach, Alabama

Dear Mr. Smith:

GeoCon Engineering & Materials Testing, Inc. is pleased to have the opportunity to provide a proposal for geotechnical testing and engineering services for your proposed New Batting Cages & Clubhouse. The purpose of the investigation will be to determine the subsurface soil and ground water conditions in the footprint of the proposed addition.

Proposed Scope of Services

The proposed geotechnical exploration includes Eight (8) Cone Penetration Test (CPT) soundings to depths of about 15 to 20 feet located in the footprint of the proposed club house and batting cages area. A geotechnical technician will be on-site during portions of the field exploration to locate the boring points and observe the soil conditions encountered in the borings.

The purpose of our investigation will be to determine the subgrade soil conditions in the proposed construction areas and make recommendations regarding site grading, subgrade preparation and foundation design.

Geotechnical Report

The collected CPT sounding data will be evaluated by our engineering staff. The geotechnical investigation will be used to make recommendations regarding site grading and subgrade preparation along with recommendations for foundation design and construction. The geotechnical report would be prepared and signed by a registered Professional Geotechnical Engineer licensed in the State of Alabama.

Fee Estimate

Based on the proposed testing and engineering work scope, we can provide geotechnical testing and engineering services for a cost of \$4,705.00.

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 1 day, weather permitting. A completed geotechnical soils report could be available within about 2 weeks following completion of the boring.

Testing Standards

Our work on this project will 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 insurances in amounts typically acceptable for similar projects. A copy of our insurance certificates 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 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,

GeoCon, Inc.



Christopher Rea
Geotechnical Field Manager

Proposal Authorization Form

Please Print

Accepted By:

Signature: _____

Entity: _____

Mailing Address: _____

Report will be addressed to: _____

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 Gate Code: _____

Type of construction (Wood, metal frame, masonry, etc.) _____

Project Address or PIN/Parcel number: _____

Proposed Amount: \$4,705.00.00

Date: _____

Comments: _____

GeoCon is not responsible for any damage to anything underground that is not marked.
Proposal 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 its 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 our 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 Owner 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 Engineer's liability insurance in effect at the time such claims are made. The Owner 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 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 Engineer shall retain an ownership and proprietary property interest therein (including the right of reuse at the discretion of the Engineer) 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 Engineer, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's consultants. Client shall indemnify and hold harmless Engineer and Engineer'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