



October 24, 2023

City of Mt. Juliet, TN
2425 N. Mt. Juliet Road
Mt. Juliet, TN 37122

Attention: Finance Director/ City of Mt. Juliet, TN

Mr. Joel Carden/ the Parent Company
jcarden@theparentco.com

Reference: **Proposal for Construction Materials Testing Services**
City of Mt. Juliet Police Department Headquarters
Charlie Daniels Parkway
Mt. Juliet, Tennessee
GEOServices Proposal No. 13-231895

Dear Mr. Carden:

GEOServices appreciates the opportunity to submit this proposal for the above referenced project. The following proposal describes our understanding of the project, outlines our anticipated scope of work and presents the associated fees for our services. A copy of our Agreement for Services is attached and is incorporated as part of this proposal.

PROJECT INFORMATION

GEOServices understands that construction is planned for City of Mt. Juliet Police Department Headquarters located along Charlie Daniels Parkway in Mt. Juliet, Tennessee. This project will require for GEOServices to perform QC testing services. The scope of work listed below is based on our understanding of the subject project and past experience with similar projects. Changes to the scope, either positively or negatively, can be made via your written request at any time.

SCOPE OF SERVICES

Based on our understanding of the proposed construction, GEOServices proposes to offer the following services as part of this proposal:

Laboratory Testing: Our personnel can obtain representative samples from the onsite/offsite borrow for laboratory Proctor testing to determine the materials maximum dry density and optimum moisture content. In addition, Atterberg limits and natural moisture content testing may be performed.

Proofrolling Observations: Our personnel can be onsite as requested to observe proofrolling. The purpose of our observations is to assist the contractor in determining the suitability of soils for fill placement. During proofrolling observations, our personnel can help identify areas which pump, rut, or deflect under passage of construction equipment. If necessary, recommendations will be provided for areas judged unsuitable during proofrolling.

Field Density Testing: Our personnel can be onsite during fill placement operations. Our personnel will record lift thickness, moisture content, compacted density, approximate location and approximate depth to proposed subgrade elevation. Please be aware that periodic, part-time density testing will represent the compaction and moisture content at the tested depths and locations only.

Foundation Excavation Observations: Upon completion of the foundation excavations to the planned depths and dimensions, our personnel can probe the excavations to help identify soft or loose soil areas. In addition, our personnel can conduct Dynamic Cone Penetrometer (DCP) testing to evaluate the relative consistency of the soils at the tested locations. The results of the probing and DCP testing will be used to evaluate the soil's allowable bearing pressure relative to the project requirements. Once reviewed by a GEOServices project manager, recommendations will be provided for any foundation subgrade repair, if needed.

Please be aware that foundation excavation evaluations will address bearing capacity only and does not address the potential for, or magnitude of, settlement of the foundations.

Reinforcing Steel Observations: Our personnel can observe steel reinforcing placed in shallow foundation excavations prior to concrete placement. Our personnel will document if the placement of the reinforcing steel conforms to the project plans and specifications.

Fresh Concrete Testing: During placement of fresh concrete, our personnel can be onsite to perform air and concrete temperature, slump, unit weight and air content testing. Also, for each scheduled placement, representative cylinders will be cast for compressive strength testing. After the initial curing on site, the cylinders will be transported to our facility for additional laboratory curing and compressive strength testing.

Floor Flatness and Levelness: Floor flatness and levelness testing of finished concrete floors in general accordance with ASTM E1155 can be performed if requested. Our personnel will perform the testing and report the results upon completion of the test.

Masonry Wall Construction Observations: Our personnel can observe masonry wall construction on a periodic basis (as directed and coordinated by your onsite representative) and document block size and placement; and reinforcing steel size, spacing, location, lap lengths, and general orientation.

Grout and/or Mortar Testing: During grout and/or mortar placement in masonry walls, our personnel can sample and cast representative samples. After the initial curing on site, the samples will be transported to our laboratory for additional curing and compressive strength testing.

Structural Steel Observations: Our personnel can visually examine field welded connections for size and quality in general conformance with the project plans and specifications.

As part of our visual welding evaluations, and as a requirement of AWS D-1.1, our personnel will review current welder qualifications for each welder. Further, current welding procedures should be on site for each type of welding required on the project.

Field Density Testing of Basestone: After the basestone is placed and compacted our personnel can perform field density testing of the in-place basestone. Our personnel will record moisture content, compacted density and the approximate test location.

Asphalt Testing: During asphalt placement, our personnel can perform density testing during asphalt placement. If requested and at the completion of asphalt placement, we can obtain core samples from the recently placed asphalt, testing each core for thickness and specific gravity. The specific gravity test results can be compared to the asphalt supplier's Job Mix Formula (JMF) to obtain a percent compaction for each core.

Post-Tensioning Observations: Prior to concrete placement, our personnel can observe and document tendon placement. Included in our observations will be the number of tendons, general location, orientation, and arrangement relative to our understanding of the post-tensioning drawings. Our documentation will not include exact measurements of drape, sweep, or horizontal and vertical dimensioning relative to formwork or fixed structures.

Post-Tensioning Tendon Stressing Observations: Our personnel can observe and document stressing operations by the contractor. Our documentation can include measurements of tension (i.e. jacking pressure of a calibrated jack) and final elongation of each tendon after setting of the anchors. Prior to leaving the site, we can report out-of-tolerance elongations, slippage, and/or blow-outs, to the contractor and/or structural engineer.

Micro-pile Observations: It is our understanding that micro-piles will be installed to support the proposed foundations. We have not been provided with micro-pile design information, including proposed micro-pile layouts and quantities. We anticipate that this information will be made available to us prior to commencing installation. Our installation observation services will consist of visual observation of drilling activities, recording pertinent data for each micro-pile location (drill depths, soil and rock strata encountered, grouting activities, etc.), and observing the static load test.

Sampling and testing of micro-pile grout can also be performed, if requested. Our installation observation services will culminate in a short summary report including micro-pile observation records and a summary of the pertinent micro-pile quantities (drill depths, casing lengths, grout quantities, etc.).

Reporting: At the completion of each site visit, our personnel will prepare a daily field report. This report will summarize our field personnel's preliminary observations and testing results. The field personnel's information will be delivered to our office, reviewed by a GEOServices project manager, and issued in a typed format.

EXCLUSIONS

The following items are specifically excluded from our scope of services:

1. Surveying of test locations and elevations.
2. Providing a curing environment for the initial 24 to 48 hours for the concrete cylinders.
3. Directing the means and methods of the project subcontractors.
4. Items not discussed above.
5. Construction Management.
6. Civil/Architectural design services.

CLIENT RESPONSIBILITIES

We request that you provide the following information to GEOServices:

1. Please forward a copy of the project plans and specifications to GEOServices prior to construction.
2. Provide us with the name of the individual who will be responsible for scheduling and directing our services. Provide, or instruct your appointed representative to provide a minimum 24-hour notice for our services. When performing these services on an on-call basis, GEOServices will not be responsible for services performed without our presence.
3. Provide us with all applicable names for report distribution.

FEES

GEOServices proposes to perform the scope of services discussed above on a unit rate basis. The actual cost of our services will be dependent on the construction schedule, the number of trips requested and the number of units performed in accordance with the attached fee schedule. With each invoice, we can update

you with services provided for that invoice, as well as the total fees to date. Our actual fees will be dependent on services performed.

CONTRACT

Our Agreement for Services Form is incorporated as part of this Proposal 13-231895 given on Tuesday, October 24, 2023. Please indicate your acceptance of our proposal by signing the backs of the form and returning one copy to our office. Upon receipt, we will execute the contract and proceed with the performance of our services.

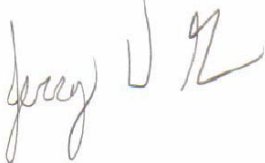
If this proposal is transmitted to you via email, and/or if you chose to accept this proposal by email, your reply email acceptance will serve as your representation to GEOServices that you have reviewed the proposal and the associated Agreement for Services and hereby accept both as written.

CLOSURE

GEOServices looks forward to working with you on this project. If you have any questions or require additional information, please feel free to call us.

Sincerely,

GEOServices, LLC



Jerry W. Gammon, P.E.
Vice President / Nashville Area Manager



Brian M. Isham, P.E.
Nashville Construction Services Manager

Attachments: Fee Schedule
Agreement for Services



Opinion of Probable Cost (OPC)
Mt. Juliet Police Department Headquarters
Mt. Juliet, Tennessee
GEOservices Proposal No. 13-231895

FIELD SERVICES	QUANTITY	RATE	TOTAL
Micropile Operations - Installation observation and grout testing. Assume 25 site visits, 8 hours/visit.			
Engineering Technician:	200 hours	\$57.00 /hour	\$11,400.00
Staff Professional:	10 hours	\$100.00 /hour	\$1,000.00
Registered Engineer:	4 hours	\$120.00 /hour	\$480.00
Grout Cylinders:	150 prisms	\$20.00 /test	\$3,000.00
Reports:	25 reports	\$20.00 /report	\$500.00
Truck Charge (per round trip):	25 trips	\$15.00 /trip	\$375.00
		Subtotal	\$16,755.00
Site Grading Operations - Proofrolling observations, laboratory testing and soil density testing. Assume 20 site visits, 8 hours/visit.			
Engineering Technician:	160 hours	\$57.00 /hour	\$9,120.00
Staff Professional:	8 hours	\$100.00 /hour	\$800.00
Registered Engineer:	4 hours	\$120.00 /hour	\$480.00
Reports:	20 reports	\$20.00 /report	\$400.00
Nuclear Density Gauge:	20 days	\$40.00 /day	\$800.00
Laboratory Standard Proctor:	1 test	\$130.00 /test	\$130.00
Atterberg Limits Testing (Plasticity):	1 test	\$60.00 /test	\$60.00
Truck Charge (per round trip):	20 trips	\$15.00 /trip	\$300.00
		Subtotal	\$12,090.00
Senior Technician - Foundation Excavation, Post Tension, Reinforcing Steel, and Masonry Observations - Assume 70 site visits, 10 hours/visit Monday-Friday. Assume 50 concrete pick-ups, 3 hours/visit.			
Senior Engineering Technician:	560 hours	\$60.00 /hour	\$33,600.00
Senior Engineering Technician Overtime:	140 hours	\$90.00 /hour	\$12,600.00
Engineering Technician:	210 hours	\$57.00 /hour	\$11,970.00
Registered Engineer:	20 hours	\$120.00 /hour	\$2,400.00
Reports:	120 reports	\$20.00 /report	\$2,400.00
Concrete Cylinder Compression Test:	375 cylinders	\$20.00 /test	\$7,500.00
Grout Prisms:	120 prisms	\$20.00 /test	\$2,400.00
Truck Charge (per round trip):	120 trips	\$15.00 /trip	\$1,800.00
		Subtotal	\$74,670.00
Building Slab Concrete Testing - Assume 10 slab placements, 8 hours/visit.			
Engineering Technician:	80 hours	\$57.00 /hour	\$4,560.00
Engineering Technician Floor Flatness:	32 hours	\$57.00 /hour	\$1,824.00
Registered Engineer:	6 hours	\$120.00 /hour	\$720.00
Reports:	20 reports	\$20.00 /report	\$400.00
Concrete Cylinder Compression Test:	240 cylinders	\$20.00 /test	\$4,800.00
Floor Flatness/Levelness Equipment:	8 days	\$250.00	\$2,000.00
Truck Charge (per round trip):	28 trips	\$15.00 /trip	\$420.00
		Subtotal	\$14,724.00
Structural Steel Inspections - Assume 5 site visits, 8 hours/visit.			
Welding Inspector:	40 hours	\$90.00 /hour	\$3,600.00
Registered Engineer:	2 hours	\$120.00 /hour	\$240.00
Reports:	5 reports	\$20.00 /report	\$100.00
Truck Charge (per round trip):	5 trips	\$15.00 /trip	\$75.00
		Subtotal	\$4,015.00
Basestone Testing - Assume 5 site visits, 4 hours/visit.			
Engineering Technician:	20 hours	\$57.00 /hour	\$1,140.00
Registered Engineer:	2 hours	\$120.00 /hour	\$240.00
Reports:	5 reports	\$20.00 /report	\$100.00
Nuclear Density Gauge:	5 days	\$40.00 /day	\$200.00
Laboratory Standard Proctor:	1 test	\$130.00 /test	\$130.00
Truck Charge (per round trip):	5 trips	\$15.00 /trip	\$75.00
		Subtotal	\$1,885.00
Asphalt Testing - Assume 5 site visits, 4 hours/visit.			
Engineering Technician:	20 hours	\$57.00 /hour	\$1,140.00
Registered Engineer:	2 hours	\$120.00 /hour	\$240.00
Reports:	5 reports	\$20.00 /report	\$100.00
Nuclear Density Gauge:	5 days	\$40.00 /day	\$200.00
Truck Charge (per round trip):	5 trips	\$15.00 /trip	\$75.00
		Subtotal	\$1,755.00
Opinion of Cost			\$125,894.00

Notes: 1. Should our assumptions and/or quantities differ from the anticipated schedule, please notify our office so that we can modify our Opinion of Cost. The requested services will be charged at the hourly rates shown above.

FEE SCHEDULE

A. PERSONNEL

Engineering Technician

1. Engineering Technician, per hour \$ 57.00
2. Senior Engineering Technician, per hour \$ 60.00
3. Metals Technician, per hour \$ 90.00

Engineer / Staff Professional

1. Staff Professional, per hour \$ 100.00
2. Registered Engineer, per hour \$ 120.00
3. Senior Registered Engineer, per hour \$ 150.00
4. Principal Registered Engineer, per hour \$ 180.00

Administration

1. Project Management Services and Administration for contract administration, scheduling, test evaluation and report review of laboratory and field testing and observations reports, per report \$ 20.00
2. Drafting Services, per hour \$ 55.00

B. LABORATORY

Soil Testing

1. Moisture/Density Relationship of Soil, Proctor Test:
 - a.) Standard Methods (ASTM D698), each \$ 130.00
 - b.) Modified Method (ASTM D1557), each \$ 150.00
2. Atterberg Limits (ASTM C4318), each \$ 60.00
3. Organic Content (ASTM D2974), each \$ 65.00
4. Particle Size Analysis (ASTM D422), each \$ 60.00
6. Materials in Soils Finer Than #200 Sieve (ASTM D1140), each \$ 75.00
7. PH of Soils (ASTM D4972), each \$ 65.00

Concrete and Masonry Testing

1. Compressive Strength Testing of Concrete Cylinders (ASTM C39), each \$ 20.00
2. Flexural Strength of Concrete (ASTM C78), each \$ 50.00
3. Compressive Strength Testing of Masonry Grout (ASTM C1019), each \$ 30.00
4. Preparation and Testing of Concrete Core Samples (ASTM C42, C39), each \$ 50.00
5. Petrographic Analysis of Concrete and Aggregates, each Quoted Upon Request

Note: Additional project specific tests will be priced upon request

FEE SCHEDULE

C. SPECIAL EQUIPMENT/SERVICES CHARGES

1. Nuclear Gauge, per site visit \$ 40.00
2. Floor Profilometer, per day..... \$ 150.00
3. Vapor Emission Rate of Concrete using CACI (ASTM F1869), each \$ 60.00
4. Relative Humidity of Concrete Floors Using In Situ Probes (ASTM F2170), each..... \$ 30.00
5. Rental Equipment/Subcontracts..... Cost + 15%

D. CONCRETE/ASPHALT CORE DRILLING

1. Core Drill Crew, per hour \$ 125.00
2. Asphalt Coring Machine, per day..... \$ 150.00
3. Generator Rental, per day \$ 50.00
4. Asphalt Core Thickness and Unit Weight, per core \$ 35.00

The following apply unless otherwise addressed in the proposal.

1. Unit prices are in effect for 12 months from the date of this proposal and are subject to change without notice thereafter.
2. Overtime in excess of 8 hours per day, Saturday, Sunday, Holidays and outside of typical construction hours (i.e., after 5:00 PM/before 6:00 AM) will be charged at 1.5 times the basic hourly rates.
3. All rates are billed on a portal-to-portal basis.
4. A transportation trip charge of \$15.00 per round trip will be added.
5. Rates involving mileage (including transportation, mobilization, and trip charges) are subject to change based upon increases in the national average gasoline price. *(This may appear on your invoice as a fuel surcharge fee.)*
6. A minimum charge of 4 hours applies to field testing and observation services.
7. Scheduling or cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance notice will be assessed a minimum 2-hour charge.
8. Testing is conducted in general accordance with ASTM procedure and project specifications.
9. A project set-up charge of \$150.00 will be assessed to cover administrative costs.
10. Services and fees not listed on this schedule may be quoted on request.
11. If requested to provide a concrete cylinder curing environment for the initial 24 to 48 hours a \$200 per month charge will apply for a climate conditioned concrete curing box.



AGREEMENT FOR SERVICES

Date: ~~October 24~~ November 29, 2023

GEOServices, LLC
(hereafter Consultant)

Address: 91 South Eastgate Court

City: Lebanon
State: Tennessee Zip: 37090

Telephone: (615) 547-9314

Fax: (615) 547-9451

Email: igammon@teamues.com
igammon@geoservicesllc.com

Job Number:

Client Name: City of Mt. Juliet
(hereafter Client)

Address: 2425 N. Mt. Juliet Road

City: Mt. Juliet
State: Tennessee Zip: 37122

Telephone: (615) 308-1225

Fax:

Email:

PROJECT

Project Name: City of Mt. Juliet, TN Police Department Headquarters

Project Location: Mt. Juliet, Tennessee

SERVICES TO BE RENDERED

Proposal Number: 13-231895 Dated: October 24, 2023 is incorporated into this Agreement For Services. This Agreement For Services is incorporated into the above Proposal.

WITNESSETH: WHEREAS, Client desires to contract with Consultant to furnish Services to Client's project identified above.

WHEREAS, Consultant is engaged in the business of providing Services and related labor, materials, and equipment. (Herein individually and collectively referred to as Services.)

NOW, THEREFORE, in consideration of the Mutual Covenants and Promises included herein, Client and Consultant agree as follows:

- OFFER ACCEPTANCE:** Client hereby accepts Consultant's offer to provide Services as described in Consultant's proposal for Services referenced under "SERVICES TO BE RENDERED" and agrees that such Services and any additional Services authorized by Client shall be governed by this Agreement. **If Client requests Consultant to start performing Services prior to receipt of this Agreement, Client agrees that Consultant's beginning of performance is based on reliance that Client will accept and execute this Agreement for Services. If Client requests Consultant to start performing Services prior to the execution of this Agreement For Services by the Client, then such request is an acceptance of this Agreement for Services to the same extent as if Client had executed this Agreement.** Should Client choose to accept this Agreement for Services through the use of a Purchase Order, all preprinted terms and conditions on Client's purchase order are inapplicable to this Agreement as this Agreement is for Services that are not compatible with purchase order agreements. Unless this offer is previously accepted, it will be withdrawn automatically at 5:00 pm EST, ninety (90) days from the date of issue
- CONTRACT DOCUMENTS:** "Contract Documents" shall mean this document as well as the proposal listed under "SERVICES TO BE RENDERED" each of which is incorporated into the other.
- PAYMENT:** Client will pay Consultant for Services and expenses in accordance with the Contract Documents. If prices for Services are not established under SERVICES TO BE RENDERED then the current fee schedule in effect for the location providing the Services shall be used as the amount to be paid by Client for Services provided. Consultant will submit progress invoices to Client monthly and a final invoice upon completion of its Services. Payment is due upon receipt of the invoice unless otherwise agreed to in writing prior to the submittal of the invoice. Invoices are past due 30 calendar days after the date of the invoice. Past due amounts are subject to a late payment fee of one and one-half percent per month (18 percent per annum) or the highest amount allowed by applicable law on the outstanding balance, whichever is less. Attorney's fees and other costs incurred in collecting past

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due amounts shall be paid by Client. The Client's obligation to pay under this Agreement is in no way dependent upon the Client's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or upon the Client's successful completion of the Project. Consultant shall be paid in full for all Services rendered under this Agreement, including any additional Services authorized by Client in excess of those stated in this Agreement.

Without incurring any liability to the Client, Consultant may either suspend or terminate this Agreement if Client fails to pay any undisputed invoice amounts within 60 calendar days of the invoice date, or if Client states its intention not to pay forthcoming invoices. Such suspension or termination will not waive any other claim Consultant may have against Client. Following such suspension or termination, Consultant may resume work by mutual agreement with Client after payment by Client of all outstanding invoiced amounts and collection expenses. In case of such suspension or termination, Client waives all claims for damages or delay as a result of such suspension or termination.

~~Any invoices that are not paid within thirty (30) calendar days of Client's receipt of letter from Consultant demanding payment of the invoices or a collection action notification by an attorney or collection agency shall constitute a release of Consultant by Client from any all claims whatsoever, including, but not limited to, tort or contractual claims which Client may have against Consultant for Services performed under said invoice(s).~~

4. **STANDARD OF CARE:** Consultant and its agents, employees and subcontractors shall endeavor to perform Services for Client using that degree of care and skill ordinarily exercised, under similar circumstances, by others ordinarily providing Services in the same or similar locality as the project at the time Services are provided. In the event any portion of the Services fails to substantially comply with this standard of care obligation and Consultant is promptly notified in writing prior to one year after completion of such portion of the Services, Consultant will re-perform such portion of the Services, or if re-performance is impractical, Consultant will refund the amount of compensation paid to Consultant for such portion of the Services. ~~THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE.~~ This **STANDARD OF CARE** is in lieu of all other warranties and standards of care. No other warranty or standard of care, expressed or implied, is made or intended by this Agreement, or by the proposal, by oral communications, or by any representations made regarding the Services included in this Agreement.

~~**LIMITATION OF LIABILITY:** CONSULTANT AND CLIENT MUTUALLY AGREE THAT THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT INVOLVE RISKS OF LIABILITY WHICH CANNOT BE ADEQUATELY COMPENSATED FOR BY THE PAYMENTS CLIENT WILL MAKE UNDER THIS AGREEMENT. THEREFORE, THE TOTAL CUMULATIVE LIABILITY OF CONSULTANT, ITS AGENTS, EMPLOYEES, AND SUBCONTRACTORS WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE (WHETHER SOLE OR CONCURRENT), PROFESSIONAL ERRORS OR OMISSIONS, BREACH OF WARRANTY (EXPRESS OR IMPLIED), NEGLIGENT MISREPRESENTATION, AND STRICT LIABILITY, OR OTHERWISE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY CLIENT OR FIFTY THOUSAND DOLLARS, WHICHEVER IS GREATER. CLIENT AGREES THAT PAYMENT OF THE LIMIT OF LIABILITY AMOUNT IS THE SOLE REMEDY TO THE EXCLUSION OF ALL OTHER REMEDIES AVAILABLE FOR THE TOTAL CUMULATIVE LIABILITY OF CONSULTANT, ITS AGENTS, EMPLOYEES, AND SUBCONTRACTORS ARISING OUT OF, CONNECTED WITH OR RESULTING FROM THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT. AT ADDITIONAL COST, CLIENT MAY OBTAIN A HIGHER LIMIT OF LIABILITY PRIOR TO COMMENCEMENT OF SERVICES. THE ADDITIONAL COST IS COMPENSATION TO CONSULTANT FOR INCREASING THE CONSULTANT'S LIMIT OF LIABILITY. THE ADDITIONAL COST IS NOT AN INSURANCE COST. THE HIGHER LIMIT OF LIABILITY APPLIES ONLY IF MUTUALLY AGREED TO IN WRITING BY CONSULTANT AND CLIENT AT THE TIME CLIENT ACCEPTS THIS AGREEMENT FOR SERVICES AND THE ADDITIONAL COST PAID WITHIN SEVEN DAYS OF THE DATE OF THE MUTUAL AGREEMENT TO INCREASE THE LIMIT OF LIABILITY.~~

5. **DISCLAIMER OF CONSEQUENTIAL DAMAGES:** In no event shall Consultant or Client be liable to the other for any special, indirect, incidental or consequential loss or damages, including, but not limited to, lost profits and loss of use rising from or related to Services provided by Consultant.
6. **REPORTS:** In connection with the performance of the Services, Consultant shall deliver to Client one or more reports or other written documents reflecting Services provided and the results of such Services. All reports and written documents delivered to Client are instruments reflecting the Services provided by Consultant pursuant to this Agreement and are made available for Client's use subject to the limitations of this Agreement. Instruments of Service provided by Consultant to Client pursuant to this Agreement are provided for the exclusive use of Client, and Client's agents and employees for the Project and are not to be used or relied upon by third parties or in connection with other projects. Subject to the authorized use of Client, and Client's agents, and employees, all Instruments of Service, other written documents, all original data gathered by Consultant and work papers produced by Consultant in the performance of or intrinsic to the Services included in the Services are, and shall remain, the sole and exclusive property of Consultant/Client. Unless a shorter period is stated in the Instrument of Service, all Instruments of Service provided pursuant to this Agreement will be valid for a period of three years from the date of this Agreement after which the Instruments of Service are void and can no longer be used or relied upon by anyone for any purpose whatsoever. The period for which an Instrument of Service is valid may be extended by mutual written consent of the Consultant and Client.

Documents that may be relied upon by Client are limited to the printed copies (also known as hardcopies) that are signed or sealed by Consultant. Files in electronic media format of text, data, graphics or of other types that are furnished by Consultant to Client are only for the convenience of Consultant and Client. Any conclusion or information obtained or derived from such electronic files will

be at the Client's or other user's sole risk. Data stored in electronic format can deteriorate or be modified inadvertently or otherwise. Consultant shall not be responsible to maintain documents stored in electronic media.

Consultant shall not be responsible for any alterations, modifications, or additions made in the electronic data by the Client or any reuse of the electronic data by the Client or any other party for this project or any other project without Consultant's written consent. ~~Client shall indemnify, and hold Consultant harmless against any claims, damages or losses arising out of the reuse of the electronic data without Consultant's consent or arising out of alterations, modifications, or additions to the electronic data made by anyone other than Consultant.~~

Any Instruments of Service, including reports, generated as part of this Agreement are intended solely for use by Client and shall not be provided to any other person or entity without Consultant's written authorization. ~~To the fullest extent permitted by law, Client shall indemnify and hold harmless Consultant from and against any action or claim brought by any person or entity claiming to rely on the information or opinions contained in the Instrument of Service without Consultant's written authorization.~~

7. **SAFETY:** Consultant specifically disclaims any authority or responsibility for general job safety and for the safety of persons who are not employed by Consultant. Should Client, or third parties, be conducting activities on the Site, then each shall have responsibility for their own safety and compliance with applicable safety requirements. Field Personnel: The presence of Consultant's field personnel, either full-time or part-time, may be for the purpose of providing project administration, assessment, observation or field testing of specific aspects of the project as authorized by Client. Should Client retain the Services of a Contractor(s) for the project, Consultant is not responsible in any way whatsoever for the supervision or direction of the work of the Contractor(s), its' employees or agents. The presence of Consultant's field personnel for project administration, assessment, observation or testing shall not relieve the Contractor(s) of his responsibility for performing work in accordance with the project plans and specifications. If a Contractor (not a subcontractor of Consultant) is involved in the project, Client agrees, in accordance with generally accepted construction practices, that the Contractor will be solely responsible for working conditions on the jobsite, including safety of all persons and property during performance of the work, and compliance with OHSA regulations. These requirements will apply continuously and will not be limited to normal working hours. It is agreed that Consultant will not be responsible for job or jobsite safety on the project, other than for Consultant's employees and subcontractors, and that Consultant does not have the duty or right to stop the work of the Contractor.
8. **CONFIDENTIALITY:** Subject to any obligation Consultant may have under applicable law or regulation, Consultant will endeavor to release information relating to the Services only to its employees and subcontractors in the performance of the Services, to Client's authorized representative(s) and to persons designated by the authorized representative to receive such information.
9. **SAMPLES:** Unless otherwise requested, test specimens or samples will be disposed of immediately upon completion of tests and analysis. Upon written request, Consultant will retain samples for a mutually acceptable storage charge and period of time. In the event that samples contain or may contain hazardous materials, Consultant shall, after completion of testing and at Client's expense, return such samples to Client or make samples available for disposal by Client's agent. Client recognizes and agrees that Consultant is acting as a bailee and at no time assumes title to said samples.
10. **REPRESENTATIONS OF CLIENT:** Client warrants and covenants that sufficient funds are available or will be available upon receipt of Consultant's invoice to make payment in full for the Services rendered by Consultant. Client warrants that all information provided to Consultant regarding the project and project location are complete and accurate to the best of Client's knowledge.
11. **CLIENT OBLIGATIONS:** Client agrees to furnish Consultant, its agents, employees, and subcontractors a right-of-entry and any authorizations needed for Consultant to enter onto the project site to perform the Services included in this Agreement. Consultant will take reasonable precautions to minimize damage to the Project Site from Consultant's activities and use of equipment. Client recognizes that the performance of the Services included in this Agreement may cause alteration or damage to the site. ~~Client accepts the fact that this is inherent in the work and will not look to Consultant for reimbursement or hold Consultant liable or responsible for any such alteration or damage. Should Client not be owner of the property, then Client agrees to notify the owner of the aforementioned possibility of unavoidable alteration and damage and to indemnify, and hold harmless Consultant against any claims and claims related costs including attorney's fees by the owner or persons having possession of the site through the owner which are related to such alteration or damage.~~
12. **UTILITIES:** Client agrees to disclose the identity of all utilities serving the Project Site and the presence and accurate location of hidden or obscure man-made objects known to Client relative to field tests or boring locations. ~~Client agrees to indemnify and hold harmless Consultant from all claims, suits, losses, personal injuries, death, and property liability including costs and attorney's fees resulting from damage or injury to utilities or subterranean structures (pipes, tanks, etc.) arising from the performance of Consultant's Services when the existence of such are not called to Consultant's attention or the location not correctly identified in information furnished Consultant.~~
13. **CERTIFICATIONS:** Client agrees not to require that Consultant execute any certification with regard to work performed, tested or observed under this Agreement unless : 1) Consultant believes that it has performed sufficient work to provide a sufficient basis to issue the certification; 2) Consultant believes that the work performed, tested or observed meets the criteria of the certification; and 3) Consultant has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by Consultant is limited to an expression of professional opinion based upon the Services performed by the Consultant, and does not constitute a warranty or guarantee, either expressed or implied.

~~14. FAILURE TO FOLLOW RECOMMENDATIONS: The Client agrees that it would be unfair to hold the Consultant liable for problems that may occur if the Consultant's recommendations are not followed. Accordingly, the Client waives any claim against the Consultant, and agrees to indemnify, and hold harmless the Consultant from any claim or liability for injury or loss that results from failure to implement the Consultant's recommendations or from implementation of the Consultant's recommendations in a manner that is not in strict accordance with them.~~

~~15.14. TERMINATION:~~

~~For Convenience - Upon written notice, Client or Consultant may terminate the performance of any further Services included in this Agreement if the terminating party Client determines termination is in the terminating party's Client's interest. Upon dispatch or receipt of the termination notice, Consultant shall stop work on all Services included in this Agreement and deliver any Instruments of Service complete at that time to Client and Client shall pay Consultant within 30 days for all Services performed up to the dispatch or receipt of the termination notice. Upon Termination for Convenience, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.~~

~~For Cause -In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon 10 days written notice delivered or mailed to the other party, which notice must identify the material breach. The Agreement may not be terminated for cause if the breaching party cures the breach within ten days of receipt of the written notice. Upon Termination for Cause, Consultant shall stop work on all Services included in this Agreement and deliver any instruments of service complete at that time to Client and Client shall pay Consultant within 30 days for all Services performed up to the termination. Upon Termination for Cause, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.~~

~~16.15. UNFORESEEN CONDITIONS OR OCCURRENCES: If, during the performance of service hereunder, any unforeseen hazardous substance, material, element or constituent or other unforeseen conditions or occurrences are encountered which, in Consultant's judgment significantly affects or may affect the services, the risk involved in providing the Services, or the recommended scope of Services, Consultant will notify Client thereof. Subsequent to that notification, Consultant may: (a) If practicable, in Consultant's judgment and with approval of Client, 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 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 of notification pursuant to the terms of TERMINATION FOR CONVENIENCE. Client is responsible for reporting any releases of hazardous substances to appropriate government agencies as required by law. Client waives any claim against Consultant and will indemnify and hold Consultant harmless from any claim, injury or loss arising from the discovery of unforeseen hazardous substances.~~

~~17.16. FORCE MAJEURE: Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of an obligation (other than the payment of money) results from any causes beyond its reasonable control and without its fault or negligence. For this purpose, such acts or events shall include, but are not limited to, storms, floods, usually severe weather, epidemics, civil disturbances, war, riot, strikes, lockouts or other industrial disturbances, and inability within reasonable diligence to supply personnel, information or material to the project. In the event that such acts or events occur, it is agreed that both parties shall attempt to overcome all difficulties arising and to resume as soon as reasonably possible the normal pursuit and schedule of the Services covered by this Agreement. The time for performance shall be extended for a period equal to the delay.~~

~~18.17. INSURANCE: Consultant shall maintain at its own expense Professional Liability Insurance with limits of \$1,000,000. A certificate can be issued upon request identifying details and limits of coverage.~~

~~19.18. INDEMNITY: Client/Consultant agrees to indemnify, defend, and save harmless Consultant, its agents, employees, and subcontractors/Client from and against any and all losses, liabilities, and costs and expenses of every kind (including cost of defense, investigation, settlement, and reasonable attorney's fees), which Consultant, its agents, employees, and subcontractors/which Client may incur, become responsible for, or pay out as a result of bodily injuries (including death) to any person, damage to any property, or both, to the extent caused by Client's negligence or willful misconduct. Subject to the Limitation of Liability in Article 5, Consultant agrees to indemnify, and save harmless Client from and against any and all losses, liabilities, and costs and expenses of every kind (including cost of defense, investigation, settlement, and reasonable attorney's fees) which Client may incur, become responsible for, or pay out as a result of bodily injuries (including death) to any person, damage to any property, or both, to the extent caused by Consultant's negligence or willful misconduct. Subject to the Limitation of Liability in Article 5, Client and Consultant shall, in the event of liability arising out of their joint negligence or willful misconduct indemnify, and save harmless each other in proportion to their relative degree of fault/Consultant's negligence or willful misconduct.~~

~~20.19. DISPUTE RESOLUTION: Consultant may in Consultant's sole discretion pursue collection of past due invoices by litigation in a court of competent jurisdiction. Other than Consultant's collection of past due invoices, in the event of a dispute between Consultant and Client with regard to any matter arising out of or related to this Agreement, the Parties will use their best efforts to resolve the dispute amicably within fifteen (15) calendar days. If the dispute cannot be settled amicably, the Parties agree that the dispute shall be subject to mediation in accordance with the mediation rules of the American Arbitration Association or similar Dispute Resolution organization. Mediation in good faith shall be a condition precedent to the institution of legal or equitable proceedings by either party. Once a party files a request for mediation with the other party and with the American Arbitration Association, or similar Dispute Resolution organization, the parties agree to commence such mediation within thirty (30) days of the~~

filing of the request. The costs of such mediation shall be borne equally by both parties. If the dispute is not resolved after such mediation, then the dispute shall be resolved by litigation in a court of competent jurisdiction: in Wilson County, Tennessee.

21-20. CAPTIONS AND HEADINGS: The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, modify, or add to the interpretation, construction, or meaning of any provision of or scope or intent of this Agreement.

22-21. SEVERABILITY: If any provision of this Agreement, or application thereof to any person or circumstance, shall to any extent be invalid, then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

23-22. ASSIGNMENT AND SUBCONTRACTS: Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, except for an assignment of proceeds for financing purposes. Consultant may subcontract for the Services of others without obtaining Client's consent if Consultant deems it necessary or desirable to have others perform Services.

24-23. NO WAIVER: No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.

25-24. LAW TO APPLY: The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state in which the project is located.

25. PREVAILING PARTY: Notwithstanding anything to the contrary herein, and in the event of any litigation or disputes regarding this Agreement, the prevailing party or parties shall be entitled to recover reasonable attorneys' fees and all costs at all trial and appellate levels and in any mediation.

CONSULTANT HEREBY ADVISES CLIENT THAT ITS PERFORMANCE OF THIS AGREEMENT IS EXPRESSLY CONDITIONED ON CLIENT'S ASSENT TO THE TERMS AND CONDITIONS DETAILED HEREIN.

ENTIRE AGREEMENT – This Agreement represents the entire understanding and agreement between the parties hereto relating to the Services and supersedes any and all prior negotiations, discussions, and Agreements, whether written or oral, between the parties regarding same.


TO THE EXTENT that any additional or different Provisions conflict with the Provisions of this Agreement, the Provisions of this Agreement shall govern. No amendment or modification to this Agreement or any waiver of any provisions hereof shall be effective unless in writing, signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative.

CLIENT: Irvine Team **GEOServices, LLC**

BY: _____
(Signature)

(Print Name / Title)



(Signature)
Dennis A. Huckaba, P.E. / Principal

DATE: _____

DATE: October 24 November 29, 2023

PROPOSAL NUMBER: 13-231895

Faxed signature to be treated as original signature