

**PROPOSAL FOR
ENGINEERING CONSULTING SERVICES
PAVEMENT CORES
VARIOUS CITY STREETS
MADISON, ALABAMA
PROPOSAL NO.: G-23-186**

BY

GEO SOLUTIONS, L.L.C.

JULY 3, 2023



**PREPARED
FOR**

**CITY OF MADISON
100 HUGHES ROAD
MADISON, ALABAMA 35758**

GEO SOLUTIONS, L.L.C.

Geotechnical Engineering and Materials Testing Services

July 3, 2023

City of Madison
100 Hughes Road
Madison, Alabama 35758

Attention: Ms. Michele Dunson, P.E.

Subject: Proposal for Engineering Consulting Services
Pavement Cores
Various City Streets
Madison, Alabama
Proposal No.: G-23-186

INTRODUCTION

GEO Solutions is pleased to present this proposal for providing engineering consulting services for the City of Madison, Alabama. GEO Solutions has been requested to perform pavement cores along the travel lanes of various streets in the City of Madison. Specifically, Church Street, Arnett Street, Front Street and College Street.

SCOPE OF SERVICES

The following services are proposed:

- Pavement cores will be cut at a total of 18 locations along the subject streets. Asphalt and basestone thickness will be measured at each core location. The cores will be patched with an asphalt cold patch.
- Preparation of a brief report presenting our findings.

ESTIMATED FEE

Our fee to perform the proposed services will be a lump sum of **\$1,850.00**. This fee is based on the City of Madison providing traffic control during the coring operations.

CLOSING

GEO Solutions appreciates the opportunity to provide you with our best resources and professional services. Should you have further questions, please contact the undersigned.

Respectfully submitted,
GEO Solutions, L.L.C.



William T. Kennard, P.E.
Partner

Attachment: Proposal Authorization Sheet
Terms and Conditions

PROPOSAL AUTHORIZATION SHEET
PROPOSAL # G-23-186
July 3, 2023

GEO Solutions, LLC is pleased to offer you ("Client") this Proposal for your consideration. To authorize GEO Solutions to provide the services outlined in this Proposal, please complete and return this Proposal Authorization Sheet. The Proposal, the Proposal Authorization Sheet, and the enclosed Terms and Conditions comprise a single "Agreement." By executing this Proposal Authorization Sheet, Client hereby agrees to be bound by all of the terms and conditions of the Agreement.

Authorization

To execute this Agreement, please sign and complete the authorization information below along with applicable payment instructions, and return one copy of the authorized proposal to our office.

Paul Finley

Authorized By (please print)

Mayor

Signature

City of Madison, Alabama

Title

Firm

100 Hughes Road

michelle.dunson@madisonal.gov

Address

Email Address

Madison

AL

35758

256-774-4435

City

State

Zip

Telephone

July 2023

Project No. 23-020

Date

Purchase Order No./Project Tracking No. (If applicable)

Payment Instructions

If invoice payment is to be made by a party other than the authorizing party above, please provide the following information for whom the invoices are to be billed:

Firm

Attention

Address

Title

City

State

Zip

Telephone

Authorizing Party's Relationship to Invoice Payment Party

Billing Email Address (if applicable)

If invoices are to be approved other than by the payment party above, please provide the following information for whom the invoices are to be mailed for approval:

Firm

Attention

Address

Title

City

State

Zip

Telephone

Authorizing Party's Relationship to Invoice Approval Party

Terms and Conditions

By executing the enclosed Proposal Authorization Sheet, Client accepts the terms of the Proposal and enters into an agreement with GEO Solutions, LLC ("GEO Solutions"), under which Client agrees to be bound by all terms and conditions set forth in the Proposal and these Terms and Conditions. The Proposal, the Proposal Authorization Sheet, and these Terms and Conditions (collectively, the "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications.

1. Services. GEO Solutions shall provide certain services to Client as specified on the Scope of Services contained in the Proposal (the "Services"). The Services may include services requiring entry on certain real property (the "Property") by GEO Solutions personnel. GEO Solutions specifically excludes the investigation, detection, prevention, or assessment of Biological Pollutants from the Scope of Services. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, viruses, and/or any of their byproducts. GEO Solutions will not include any interpretations, recommendations, findings, or conclusions pertaining to Biological Pollutants. Client agrees that GEO Solutions has no liability for any claims alleging a failure to investigate, detect, prevent, assess, or make recommendations for preventing, controlling, or abating Biological Pollutants. Furthermore, Client agrees to defend, indemnify, and hold harmless GEO Solutions from all claims by any third party concerning Biological Pollutants, unless such claims arise from damages caused solely by GEO Solutions' gross negligence.

2. Additional Services. If, during the performance of the Services, GEO Solutions, in its sole discretion, deems it necessary to perform services in addition to the Services ("Additional Services") in order to successfully complete any evaluation or analysis contained in the Services, GEO Solutions shall submit a modified Scope of Services to the Client, along with a description of the additional fees for the performance of such Additional Services. Client may authorize such Additional Services by executing a new Proposal Authorization Sheet, which shall thereby modify the terms of this Agreement. If Client refuses to modify the terms of this Agreement by executing a new Proposal Authorization Sheet, GEO Solutions shall have the right, without the approval or authorization of the Client, to modify the Scope of Services to eliminate any evaluation or analysis that would require the Additional Services and to modify the Fees to reflect the elimination of any evaluation or analysis, which modification shall be final and binding on the Client.

3. Schedule. Client acknowledges that the Schedule for the performance of the Services contained in the Proposal

is an estimate of the time required for performance of the Services, and that the performance of the Services may not be complete prior to the expiration of the period or periods listed in the Schedule. GEO Solutions' failure to perform the Services within the time set forth in the Schedule shall not be considered a breach of this Agreement.

4. Fees. As consideration for the Services, Client shall pay to GEO Solutions the costs and fees stated in the Proposal (the "Fees"). Client may be required to pay a portion or all of the Fees to GEO Solutions in advance of the performance of any Services, as set forth in the Proposal (a "Deposit"). In the event that Client designates a third party to pay the Fees to GEO Solutions on the Proposal Authorization Sheet, Client shall remain liable for the full payment of the Fees. GEO Solutions will submit invoices to Client periodically. Unless otherwise stated on the invoice or Proposal, all invoices are due and payable within fifteen (15) days of Client's receipt of the invoice. Failure by Client to pay GEO Solutions prior to the due date shall constitute a breach of Client's obligations under this Agreement. Client will reimburse GEO Solutions for all time spent and expenses (including fees of any attorney, collection agency, and/or court costs) incurred in connection with collecting any delinquent amount.

5. Term. This Agreement shall begin on the date of execution as set forth on the Proposal Authorization Sheet and shall continue until terminated as provided herein.

6. Termination. This Agreement shall terminate upon the first to occur of:

- a. the completion of all obligations of the parties under this Agreement;
- b. mutual written agreement of the parties;
- c. termination upon a breach of this Agreement, as set forth in this Section 6; or
- d. termination by GEO Solutions for convenience, as set forth in this Section 6.

GEO Solutions may terminate this Agreement upon a breach by Client by providing written notice of termination to the Client, in which case GEO Solutions shall be entitled to retain a portion of any Deposit, as set forth in Section 7 below. GEO Solutions may terminate this Agreement for convenience upon thirty (30) days' written notice to the Client. If GEO Solutions commits a breach of this Agreement, Client may terminate this Agreement upon thirty (30) days' written notice to GEO Solutions, provided the breach remains uncured at the end of such thirty (30) day period. Upon termination of this Agreement by Client pursuant to the preceding sentence, GEO Solutions shall pay

to Client the balance of any Fees paid to GEO Solutions, following the deductions set forth in Section 7 below.

7. Payment Upon Termination. In the event of termination of this Agreement prior to the completion of all obligations of GEO Solutions and Client under this Agreement, GEO Solutions shall be entitled to deduct the amount of GEO Solutions' costs and expenses incurred prior to said termination, including, in the event of a termination due to Client's breach, lost profits (as determined by GEO Solutions, in its sole discretion), from any Deposit paid by the Client. The balance of the Deposit shall be paid to Client by GEO Solutions within forty-five (45) days of the termination.

8. Entry Onto Property. If Client is the owner of the Property, Client hereby authorizes GEO Solutions to enter the Property for the purpose of performing the Services and Client represents and warrants that Client has full power and authority to permit GEO Solutions personnel to enter into and perform the Services on the Property, as may be required under the terms of this Agreement. If Client is not the owner of the Property, Client agrees that it shall assist GEO Solutions in obtaining permission from the Property's owner to access the Property and perform the Services. If such permission cannot be obtained, GEO Solutions may, in its sole discretion, modify or cancel the Agreement. If GEO Solutions determines it necessary to enter onto real property adjacent to the Property ("Adjacent Property") to complete the performance of the Services, GEO Solutions will contact Client prior to making any entry onto any Adjacent Property to request that Client obtain permission from the owner of said Adjacent Property, and from any other third party from whom permission may be required to allow GEO Solutions' entry thereon. Upon receiving such a request, Client shall assist GEO Solutions in obtaining permission from the owner of the Adjacent Property. As a condition to GEO Solutions' obligation to perform any Services requiring GEO Solutions' entry onto any Adjacent Property, GEO Solutions may require Client to certify that GEO Solutions has due authorization to enter onto such Adjacent Property. If such permission or authorization cannot be obtained, GEO Solutions may, in its sole discretion, modify the Scope of Services to eliminate any Services that would require entry onto such Adjacent Property. GEO Solutions shall modify the Fees to reflect the elimination or reduction of any Services pursuant to this Section 8, and GEO Solutions' determination of such adjustments to the Fees shall be final and binding on the Client. Client understands that even though GEO Solutions will take reasonable measures to return the Property to the condition it was in before GEO Solutions commenced its activities, the use of sampling and exploration equipment may cause some damage which cannot be fully corrected. Client also understands that the discovery of certain hazardous substances and conditions and/or the taking of preventive measures relative to these substances and conditions may result in a reduction of the value of the

Property upon which the substance or condition is found to exist or the preventive measures are taken. Accordingly, Client waives any claim against GEO Solutions, its officers, managers, employees, or agents, and agrees to defend, indemnify and hold such parties harmless from any claim based upon the diminished value of real property allegedly arising from the discovery of a hazardous substance or condition or the taking of a preventive measure, unless such claim is based upon GEO Solutions' grossly negligent performance of the Services.

9. Client's Acts or Omissions. If GEO Solutions' performance of its obligations under this Agreement is prevented or delayed by any act or omission of Client or its agents, subcontractors, consultants, or employees, GEO Solutions shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by the Client, in each case, to the extent arising directly or indirectly from such prevention or delay.

10. Client's Responsibilities. In addition to Client's obligations to pay for the Services performed under this Agreement and Client's other obligations set forth in this Agreement, Client agrees to:

- a. Assist and cooperate with GEO Solutions in any manner necessary and within its ability to facilitate GEO Solution's performance under this Agreement.
- b. Supply GEO Solutions with all information and documents in Client's possession or knowledge that are relevant to GEO Solutions' Services. Client warrants the accuracy of any information supplied by it to GEO Solutions, and acknowledges that GEO Solutions is entitled to rely upon such information without verifying its accuracy. Prior to the commencement of any Services, Client will notify GEO Solutions of any known potential or possible health or safety hazard existing on or near the Property, with particular reference to Hazardous Materials or conditions. "Hazardous Materials" means any toxic substances, chemicals radioactivity, pollutants, or other materials, in whatever form or state, known or suspected to impair the environment in any way whatsoever. Hazardous Materials include, but are not limited to, those substances defined, designated or listed in any federal, state, or local law, regulation, or ordinance concerning hazardous wastes, toxic substances, or pollution.
- c. Correctly designate the location of all subsurface structures on plans to be furnished to GEO Solutions such as pipes, tanks, cables and utilities within the property lines and be responsible for any damage inadvertently caused by GEO Solutions to any such structure or utility not so designated. GEO Solutions is not liable to Client or any third party for any losses, damages, or claims arising from damage to subterranean structures or utilities that were not correctly shown on plans furnished by Client to GEO

Solutions.

d. Provide all required notifications to applicable governmental agencies, regulatory bodies, or the public related to the existence, discharge, release, disposal, and/or transportation of Hazardous Materials.

Client acknowledges and agrees that, by virtue of entering into this Agreement, GEO Solutions does not assume control of or responsibility for 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 threat or danger to public health and safety, and/or the environment. Client agrees under advice of Client counsel to notify the appropriate federal, state, or local agencies as required by law, or otherwise to disclose in a timely manner, any information that may be necessary to prevent damage to human health, safety, or the environment. Notwithstanding the foregoing, if GEO Solutions is required under any federal, state, or local law, to report any such conditions, Client agrees that GEO Solutions shall not be liable for any costs, liabilities, claims, expenses, or damages incurred by Client or any third party arising, directly or indirectly, from GEO Solutions' reporting such conditions, and Client shall indemnify and hold GEO Solutions harmless for any costs, liabilities, claims, expenses, or damages incurred by GEO Solutions arising, directly or indirectly, from GEO Solutions' reporting such conditions.

11. Insurance. Client represents and warrants that Client or the owner of the Property shall, as applicable, maintain one or more general liability, automobile and Workman's Compensation insurance policies providing coverage for injuries or damage incurred on the Property in the amount of at least \$1,000,000 per policy, per occurrence. Client agrees to add GEO Solutions as an additional insured for General Liability coverage.

12. Intellectual Property. Client acknowledges that GEO Solutions may employ or develop proprietary software, trade secrets, or other intellectual property in the performance of the Services (the "Intellectual Property"). Client hereby agrees that Client will not retain or acquire any ownership interest in the Intellectual Property and that all Intellectual Property employed or developed by GEO Solutions in the course of the performance of the Services shall remain the property of GEO Solutions or a third party, as applicable.

13. Disclaimer of Warranties; Limitation of Liability. GEO SOLUTIONS DOES NOT MAKE ANY WARRANTY, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER, AND ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE ARE HEREBY EXPRESSLY EXCLUDED. NEITHER GEO SOLUTIONS, NOR ANY

OFFICER, MANAGER, EMPLOYEE, OR AGENT OF GEO SOLUTIONS SHALL HAVE ANY LIABILITY UNDER THIS AGREEMENT FOR CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE AND ANY AND ALL COMMERCIAL DAMAGES OR LOSSES. CLIENT AGREES THAT GEO SOLUTIONS' LIABILITY HEREUNDER, WHETHER ARISING OUT OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, OR WARRANTY SHALL NOT EXCEED ANY AMOUNTS PAID BY CLIENT FOR THE SERVICES RELATING TO THE EVENT GIVING RISE TO THE LIABILITY; PROVIDED, HOWEVER, THAT, IN THE EVENT SUCH CLAIMS ARE ATTRIBUTABLE TO GEO SOLUTIONS' GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, THE LIMIT OF LIABILITY WILL BE INCREASED TO \$25,000, LESS ANY APPLICABLE INSURANCE AMOUNT COVERING ALLEGED DAMAGES OR CLAIMS. NO ACTION, REGARDLESS OF FORM, ARISING FROM OR PERTAINING TO THIS AGREEMENT OR THE SERVICES MAY BE BROUGHT BY CLIENT MORE THAN ONE (1) YEAR AFTER SUCH ACTION HAS ACCRUED.

14. Indemnification. Client agrees to defend, indemnify and hold GEO Solutions and its agents, employees, owners, insurers and fiduciaries (the "GEO Solutions Indemnified Parties") harmless for any costs, liabilities, claims, expenses, or damages incurred by GEO Solutions Indemnified Parties arising, directly or indirectly, from GEO Solutions' provision of the Services to Client under this Agreement, including, but not limited to, any costs, liabilities, claims, expenses, or damages arising from the following:

a. any injury incurred by any GEO Solutions employee or other personnel in the course of performing the Services;

b. any out-of-pocket cost or expense incurred by GEO Solutions payable to any third party arising exclusively from the performance of the Services, other than the costs and expenses payable to GEO Solutions personnel as compensation;

c. GEO Solutions' entry onto the Property or any Adjacent Property after Client has represented or certified to GEO Solutions that GEO Solutions is duly authorized to enter such Property or Adjacent Property; and

d. any misrepresentation or breach of any warranty set forth in this Agreement by the Client.

15. Ownership and Use of Documents. Unless otherwise agreed in writing, all documents and information prepared

by GEO Solutions or obtained by GEO Solutions from any third party in connection with the performance of the Services, including, but not limited to, GEO Solutions' reports, boring logs, maps, field data, field notes, drawings and specifications, laboratory test data and other similar documents (collectively, "Documents") are the property of GEO Solutions. GEO Solutions has the right, in its sole discretion, to dispose of or retain the Documents.

All Documents prepared by GEO Solutions are solely for use by Client and will not be provided by Client to any other person or entity without GEO Solutions' prior written consent. Except as set forth herein, neither party will disclose, disseminate, or otherwise provide such reports or information except as required for the completion of the Services or the monitoring of the project by governmental agencies. Client has the right to reuse the Documents for purposes reasonably connected with the project for which the Services are provided, including without limitation design and licensing requirements of the project.

No party other than Client may rely, and Client will not represent to any other party that it may rely on the Documents without GEO Solutions' express prior written consent and receipt of additional compensation. Client will not permit disclosure, mention, or communication of, or reference to the Documents in any offering circular, securities offering, loan application, real estate sales documentation, or similar promotional material without GEO Solution's express prior written consent. Client waives any and all claims against GEO Solutions resulting in any way from the unauthorized reuse or alteration of Documents by itself or anyone obtaining them through Client. Client will defend, indemnify and hold harmless GEO Solutions from and against any claim, action or proceeding brought by any party claiming to rely upon information or opinions contained Documents provided to such person or entity, published, disclosed or referred to without GEO Solutions' prior written consent.

16. Remedies. If Client fails to pay the Fees as required under the terms of the Agreement, GEO Solutions may take any or all of the following actions:

- a. immediately terminate this Agreement, upon written notice to the Client;
- b. immediately terminate the performance of the Services, without any notice to the Client, pending Client's payment of the Fees; or
- c. withhold any written report, certification, or other documentation to be produced by GEO Solutions under the Scope of Services, pending the fulfillment of Client's obligations under this Agreement.

The provisions contained in this Section 16 shall be cumulative. No provision contained in this Section 16,

shall be deemed to limit GEO Solutions' remedies, at law or otherwise.

17. Independent Contractor. GEO Solutions is an independent contractor and is not an agent, partner, or co-venturer of, or in any other service relationship with, Client. GEO Solutions' personnel are not employees of Client. The manner in which the Services are rendered shall be within GEO Solutions' sole control and discretion. GEO Solutions is not authorized to speak for, represent, or obligate Client in any manner without the prior express written authorization from Client or an officer of Client, as applicable.

18. Governing Law and Jurisdiction. The substantive laws of the state of Alabama, United States of America, exclusive of any conflicts of laws principles that could require the application of any other law, shall govern this Agreement for all purposes, including the resolution of all disputes among the parties hereto. Any dispute arising under this Agreement shall be adjudicated in a state or federal court of competent jurisdiction located in Madison County, Alabama. The parties hereby consent to the personal jurisdiction of those courts and acknowledge that such courts present reasonable venues.

19. Waiver of Jury Trial. CLIENT IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. Client certifies and acknowledges that (a) no representative, agent, or attorney of GEO Solutions has represented, expressly or otherwise, that GEO Solutions would not, in the event of litigation, seek to enforce the foregoing waiver; (b) Client understands and has considered the implication of this waiver; (c) Client makes this waiver voluntarily; and (d) GEO Solutions has been induced to enter this Agreement by, among other things, the waiver and certifications in this Section 19.

20. Force Majeure. GEO Solutions shall not be liable or responsible to the Client, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement if such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of GEO Solutions including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, civil unrest, national emergency, or labor disputes; provided, however, that, if the event in question continues for a continuous period in excess of thirty (30) days, Client shall be entitled to give notice in writing to GEO Solutions to terminate this Agreement.

21. Modification. Except as provided in Section 2 and Section 8, this Agreement shall not be modified, waived or amended except by an instrument in writing that is executed

by the parties to this Agreement and which specifically states that it amends or modifies this Agreement.

22. Severability. If any part or subpart of this Agreement is found or held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the enforceability and binding nature of any other part of this Agreement, unless such remaining portion or portions are not reasonably adequate to accomplish the basic purposes and intent of the parties.

23. Complete Agreement. This Agreement is the complete understanding of the parties hereto with respect to the subject matter hereof, and no other representations or agreements shall be binding upon the parties hereto, or shall be effective to interpret, change or restrict the provisions hereof.

24. Confidentiality. The parties acknowledge that each will have access to the others' proprietary information and pledge to one another to use the same solely for the purpose of furthering the performance of this Agreement, and upon the termination thereof, to maintain and protect the confidentiality of the same forevermore as though it was their own.

25. No Third Party Beneficiary; Assignment. The provisions of this Agreement are and will be for the benefit of the parties hereto only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement. Client may not assign this Agreement, in whole or in part, without GEO Solutions' prior written consent. GEO Solutions may assign this Agreement to any third party, provided that such assignee assumes all GEO Solutions' obligations hereunder. Any purported assignment in violation of this Section 25 is null and void.

26. Construction. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. The headings of the various sections herein are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

27. Merger. The terms and conditions set forth in this Agreement constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede all previous and contemporaneous agreements and understandings, whether oral or written, between the parties with respect to the subject matter hereof.

28. Survival. All rights and obligations of the parties hereto other than those applicable by their express terms only during the term of this Agreement, shall survive any termination or expiration of this Agreement and shall be

fully enforceable thereafter.

29. Conflicting Terms. In the event of any inconsistency or conflict between the terms of the Proposal and the terms of these Terms and Conditions, the terms of these Terms and Conditions shall control; provided, however, that if the inconsistency or conflict relates to the timing of payments for Fees, then the terms of the Proposal shall control.