



July 12, 2023

City of Madison Engineering Department
100 Hughes Road
Madison, Alabama 35758

ATTN: Ms. Michelle Dunson, P.E.

SUBJECT: Proposal for Geotechnical Engineering Study
Spencer Green Pavement
Madison, Alabama
GTEC Proposal No. 0998-P

Ladies and Gentlemen,

GTEC, LLC is pleased to provide this proposal for a Geotechnical Engineering Study for the above referenced project in Madison, Alabama. Project information was provided by Ms. Michelle Dunson via emails between June 13 and 28, 2023. This proposal describes the site and presents a planned scope of services, fees, and anticipated schedule.

GTEC, LLC was established in 2020 with more than 60 years combined experience in geotechnical engineering, environmental consulting, and construction testing services. We value client relationships and strive to provide services for the development of successful projects.

PROJECT INFORMATION

GTEC, LLC understands the pavement has subsided on Spencer Green between Wall Triana Highway and Big Oak Lane. Pavement distress was observed following failure of the sanitary sewer near a manhole in 2015. The sanitary sewer and surrounding area were repaired. The area again experienced settlement in 2019, and foam injection was performed to raise site grades. Settlement was observed to continue in 2022 with rebar associated with previous repairs exposed in the pavement surface. The rebar has since been driven below the drive surface.

The area with current pavement distress is located where Mill Creek crossed the roadway bed prior to construction of the subdivision. The following photograph shows areas with depressions holding water.

Photograph 1



Description: Depressed areas on Spencer Green, facing east

SCOPE OF SERVICES

The purpose of our study is to explore the subsurface conditions and groundwater levels in order to provide recommendations for repair of the distressed area. To accomplish this objective, we have developed the following scope of services.

We will contact Alabama One Call prior to the performance of our field services. The utility location services will only mark registered public utility lines; therefore, we will need assistance in locating private lines or underground structures.

Boring locations will be marked using a hand-held GPS unit. If a topographic survey is provided, boring elevations can be estimated by interpolating between contour lines. If more accurate location and elevation are needed, we recommend our boring locations be surveyed.

Field Activities

GTEC proposes to perform ground penetrating radar (GPR) to locate existing utilities and possibly identify areas with shallow anomalies. The findings of the GPR survey will be used to choose boring locations.

GTEC also proposes to perform two (2), two-dimensional multichannel analysis of surface waves (MASW) to produce a shear wave velocity cross-section of subsurface materials in the vicinity of the observed depressions. The findings of the MASW survey will be used to choose boring





locations. GTEC will need the city to obtain permission from the adjacent property owners for the north/south survey line location to be performed. The testing is non-destructive, and we plan to perform the survey line in what is expected to be a utility easement between the existing homes.

GTEC further proposes to perform two (2), Electromagnetic Induction (EMI) surveys to produce a plan-view map of conductivity levels in the upper 20 feet in the vicinity of the observed depression. The findings of the EMI survey will also be used to choose boring locations.








GTEC proposes to explore the subsurface conditions with up to eight (8) soil test borings during this study. Each boring will be advanced to depths of 15 to 30 feet, or auger refusal, whichever occurs first. Standard penetration tests (SPT) in accordance with ASTM D1586 will be conducted in conjunction with the soil test borings. The SPT tests will be performed at 2-½ foot intervals in the upper 10 feet and at 5-foot intervals thereafter to boring termination or auger or SPT refusal. Pocket penetrometer readings may be taken on each sample and recorded on the Boring Log. Upon completion, subsurface water will be measured and recorded in each borehole, and the borehole will be backfilled with soil auger cuttings.

A member of our staff will supervise the drilling activities and visually classify the soil samples, in general accordance with ASTM D2488, the Standard Practice for Description and Identification (Visual-Manual Procedure). Based on the anticipated conditions, we plan to perform the following laboratory tests on select samples:

-  Natural Moisture Content (Soil), ASTM D2216
-  Atterberg Limits, ASTM D4318

Engineering Evaluation and Report

After our analyses are complete, we will issue a written report describing the exploration and outlining our recommendations. The report will include the following:

-  Our understanding of the planned project,
-  A summary of existing site conditions, site geology, and topography,
-  Findings of the geophysical surveys,
-  Records of field tests outlining the materials encountered at the test locations,
-  Results of laboratory tests performed to provide information regarding the engineering characteristics of the subsurface materials,
-  Subgrade and pavement repair recommendations, and
-  Groundwater concerns, if encountered.

FEE AND SCHEDULE

At this time, we propose our services described for a lump sum fee of \$17,550.00. Services not included in the scope can be added at our prevailing unit rates. We will schedule field activities upon receipt of this contract authorized by signature below and provide the planned dates of



services. Final reports will be issued within seven to eight weeks of authorization. This proposal is valid if accepted within 60 days of issuance.

AUTHORIZATION

Should this proposal meet your objectives, please sign, date, and return. Signed authorization will constitute acceptance of the fee, schedule, and General Terms and Conditions, which are included with this proposal. Any modification to this proposal, the fee, schedule, or General Terms and Conditions must be accepted by both parties.

To Authorize this Proposal, please sign below:

Printed Name/Title

Company Name

Signature and Date

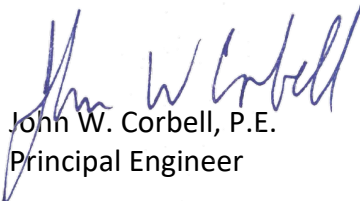
Billing Address

Accounts Payable Email Address

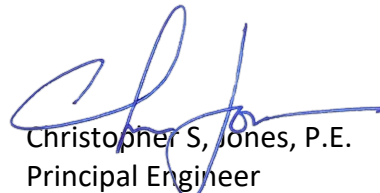
CLOSING REMARKS

We appreciate this opportunity to be of service and look forward to working with you on this project. If you have any questions regarding this proposal or would like to discuss the proposed scope and budget, please do not hesitate to contact GTEC.

Respectfully,
GTEC



John W. Corbell, P.E.
Principal Engineer



Christopher S. Jones, P.E.
Principal Engineer

Attachments: General Terms and Conditions



General Terms and Conditions

The standard of care for all professional, geotechnical, and related services performed or furnished by GTEC, LLC (GTEC) under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. GTEC makes no warranties, express or implied, under this Agreement or otherwise, in connection with GTEC's services. Interpretations and recommendations by GTEC will be based on information available to or developed by GTEC. Owner recognizes that subsurface conditions may vary from those observed at specific locations where borings, surveys, sampling, testing, or other Site explorations are made, and that Site conditions may change with time.

Neither Owner nor Engineer shall be responsible for discovering deficiencies in the technical accuracy of GTEC's services. GTEC shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

GTEC may retain such Consultants as GTEC deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

GTEC shall be fully responsible to Owner for all acts and omissions of Consultants and other entities or individuals performing or furnishing any of the Geotechnical Services, just as GTEC is responsible for its own acts and omissions.

Subject to the standard of care set forth above, GTEC and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

Compliance with Laws and Regulations, and Policies and Procedures:

1. GTEC and Owner shall comply with applicable Laws and Regulations.
2. GTEC shall comply with any and all policies, procedures, instructions, and Site access and restoration requirements that are applicable to Geotechnical Services and that Owner provides to GTEC in writing, subject to the standard of care set forth in these agreement, and to the extent compliance is not inconsistent with professional practice requirements.
3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to GTEC's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by GTEC after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.

GTEC shall not be required to sign any document, no matter by whom requested, that would result in GTEC having to certify, guarantee, or warrant the existence of conditions whose existence GTEC cannot ascertain. Owner agrees not to make resolution of any dispute with GTEC or payment of any amount due to GTEC in any way contingent upon GTEC signing any such document.

GTEC shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall GTEC have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site (except with respect to GTEC's own services and those of its Consultants), nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

GTEC neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract.

GTEC shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by GTEC or its Consultants.

GTEC is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

GTEC's services do not include providing legal advice or representation.

GTEC's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

While at the Site, GTEC, its Consultants, and their employees and representatives, shall comply with the applicable requirements of Contractor's, Engineer's, Owner's, and other safety programs of which GTEC has been informed.

Geotechnical Consultation during Construction Phase Services

1. GTEC shall be responsible only for those Geotechnical Consultation during Construction Phase services expressly required of GTEC in our signed agreement. With the exception of such expressly required services, GTEC shall have no design, submittal review, or other obligations during construction with respect to the Project's geotechnical aspects or otherwise, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other Construction Phase administrative, engineering, and professional services.



2. Notwithstanding the above, GTEC shall be responsible for any professional opinions and interpretations provided by GTEC to Owner, Engineer, or others during construction, including interpretations or clarifications of the Construction Contract Documents, and shall remain responsible for all other services performed or furnished under this Agreement.

Use of Documents

1. All Documents are instruments of service in respect to this Project, and GTEC shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the GTEC) whether or not the Project is completed.
2. GTEC grants Owner and Engineer a license to use the Geotechnical Report and other Documents for any reasonable purpose, to include the Geotechnical Report and other Documents in Bidding Documents and Construction Contract Documents issued by Owner, and to furnish copies of the Geotechnical Report and other Documents to any third party at any time, without notice to or permission from GTEC, provided that Owner is in full compliance with the provisions of this Agreement governing payment for services rendered in preparing the Geotechnical Report and other Documents. GTEC waives any claim against Owner or Engineer with respect to any such use or furnishing of the Geotechnical Report and other Documents.
3. Owner may make and retain copies of all Documents for information and reference in connection with the use of the Documents on the Project. GTEC grants Owner, Engineer, and any design professionals retained by Owner or Engineer, a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by GTEC of full payment due and owing for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by GTEC, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by GTEC; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by GTEC, as appropriate for the specific purpose intended, will be at the user's sole risk and without liability or legal exposure to GTEC or its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless GTEC and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents by Owner without written verification, completion, or adaptation by GTEC; and (4) such limited license shall not create any rights in other third parties.
4. If, in addition to performing the GTEC's services under this Agreement, GTEC at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate GTEC at rates or in an amount to be agreed upon by Owner and GTEC.

Electronic Transmittals

1. The Owner and GTEC may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
2. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and GTEC shall jointly develop such protocols.
3. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

Limitation of Liability

To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of GTEC and its officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all injuries, claims, losses, expenses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project, GTEC's or its Consultants' services, or this Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of GTEC or its officers, directors, members, partners, agents, employees, or Consultants, shall not exceed the total amount of \$50,000 or the total compensation received by GTEC under this Agreement, whichever is greater. Higher limits are available for an additional fee.

Insurance

1. GTEC shall procure and maintain insurance as set forth in Insurance. GTEC shall cause Owner and Engineer (if any) to be listed as additional insureds on any applicable general liability insurance policy carried by GTEC.
2. Owner shall procure and maintain insurance as set forth in Insurance. Owner shall cause GTEC and its Consultants to be listed as additional insureds on any general liability policies carried by Owner that are applicable to the Project.
3. If GTEC's services under this Agreement include Construction Phase services, and Owner requires Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, or other insurance deemed necessary to protect Owner's interests in the Project, then Owner shall further require Contractor to cause GTEC and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
4. Owner and GTEC shall each deliver to the other certificates of insurance evidencing the coverages indicated. Such certificates shall be furnished prior to commencement of GTEC's services and at renewals thereafter during the life of the Agreement.
5. All policies of property insurance relating to the Project, including any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against GTEC or its Consultants. Owner and GTEC waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and GTEC shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
6. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement, and immediately either take action to avoid cancellation or a reduction in limits, or obtain replacement coverage meeting the requirements of this Agreement.



7. At any time, Owner may request that GTEC or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified. If so requested by Owner, and if commercially available, GTEC shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner.

Suspension and Termination

1. Suspension:
 - a. By Owner: Owner may suspend GTEC's services under this Agreement for up to 90 days upon seven days written notice to GTEC.
 - b. By GTEC: GTEC may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay GTEC for invoiced services and expenses or in response to the presence of Constituents of Concern at the Site.
2. Termination: The obligation to provide further services under this Agreement may be terminated:
 - a. For cause,
 - i. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party.
 - ii. By GTEC:
 1. upon seven days written notice if Owner demands that GTEC furnish or perform services contrary to GTEC's responsibilities as a licensed professional; or
 2. upon seven days written notice if GTEC's services for the Project are delayed or suspended for more than 90 days for reasons beyond GTEC's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
 3. GTEC shall have no liability to Owner on account of such termination.
 - iii. Notwithstanding the foregoing, this Agreement will not terminate if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but not exceed, 60 days after the date of receipt of the notice.
 - b. For convenience, by Owner effective upon GTEC's receipt of notice from Owner.
3. Effective Date of Termination: The terminating party under may set the effective date of termination at a time up to 30 days later than otherwise provided to allow GTEC to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
4. Payments Upon Termination
 - a. In the event of any termination, GTEC will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with the Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon receiving such payment, GTEC shall provide all Documents to Owner, which shall have the limited right to the use of all Documents, at Owner's sole risk.
 - b. In addition to invoicing for those items identified, in the event of termination by Owner for convenience or by GTEC for cause the GTEC shall be entitled to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in the agreement.

Controlling Law: This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

Successors, Assigns, and Beneficiaries

1. Owner and GTEC are hereby bound and the successors, executors, administrators, and legal representatives of Owner and GTEC (and to the extent permitted the assigns of Owner and GTEC) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
2. Neither Owner nor GTEC may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
3. Unless expressly provided otherwise in this Agreement:
 - a. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or GTEC to: (a) any Constructor; (c) any other third-party individual or entity; or (d) to any surety for or employee of any of them.
 - b. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and GTEC and not for the benefit of any other party. GTEC shall not be responsible for unreasonable interpretations or misuse of the Geotechnical Report or other Documents by third parties.
 - c. Owner agrees that the substance of the provisions shall appear in each Construction Contract between Owner and any Contractor.

Dispute Resolution

1. Owner and GTEC agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking other provisions of this Agreement, or exercising their rights under law.
2. If the parties fail to resolve a dispute through negotiation, then either or both may exercise their rights under law.

Environmental Condition of Site

1. Owner represents to GTEC that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to GTEC, exist at or adjacent to the Site.



2. If GTEC encounters or learns of an undisclosed Constituent of Concern at the Site, then GTEC shall promptly notify (1) Owner and (2) appropriate governmental officials if GTEC reasonably concludes that doing so is required by applicable Laws or Regulations.
3. It is acknowledged by both parties that GTEC's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If GTEC or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
4. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then GTEC may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
5. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of GTEC's services under this Agreement, then the GTEC shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
6. Owner acknowledges that GTEC is performing professional services for Owner and that GTEC is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with any activities or services under this Agreement.

Indemnification and Mutual Waiver

1. Indemnification by GTEC: To the fullest extent permitted by Laws and Regulations, GTEC shall indemnify and hold harmless Owner, Engineer, and their officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of GTEC or GTEC's officers, directors, members, partners, agents, employees, or Consultants. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and GTEC in Limitations of Liability.
2. Indemnification by Owner: Owner shall indemnify and hold harmless GTEC, and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations, and to the extent (if any) required in Limitations of Liability.
3. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated, or required by the Prime Agreement.
4. Environmental Indemnification: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless GTEC and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
5. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, GTEC, and all other negligent entities and individuals.
6. Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and GTEC waive against each other, and the other's employees, officers, directors, members, partners, agents, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

Records Retention

1. GTEC shall retain on file in legible form all boring logs, field data, laboratory test data, calculations, notes, and other records (including cost records) related to the Project for a period of five years following the completion or termination of services under this Agreement. Upon Owner's request, GTEC shall provide a copy of any such item to Owner at cost.
[Note to User: In some jurisdictions certain geotechnical data, such as well logs, may be subject to specific retention or filing requirements. Revise the requirement above if necessary to address local or state rules.]
2. Provisions regarding retention and disposition of rock and material samples (if any) are set forth in the agreement.

Invoices and Payments

GTEC shall prepare invoices in accordance with its standard invoicing practices. GTEC shall submit its invoices to Owner on a monthly basis. Invoices are due and payable upon receipt. Payment will be credited first to any interest owed to GTEC and then to principal. If Owner fails to make any payment due GTEC for services and expenses within 30 days after receipt of GTEC's invoice, then:

1. amounts due GTEC will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
2. GTEC may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against GTEC for any such suspension.
3. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise GTEC in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to these terms.

Miscellaneous Provisions

1. Notices: Any notice required under this Agreement shall be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.



2. Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
3. Severability: Any provision or part of this Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and GTEC, which agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
4. Waiver: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
5. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion of the Project.