
January 5, 2021



Gregory Bator
lewistonlakeliving@gmail.com

Subject: Proposal for Subsurface Exploration and Geotechnical Evaluation
 ADU at 1204 Taylor Street, Austin, Texas
 Capital Geotechnical Services Proposal #P21-002

Thank you for giving us this opportunity to propose our services to you. As requested, Capital Geotechnical Services PLLC is pleased to present the following estimated cost proposal for providing subsurface exploration and geotechnical engineering services for the above-referenced project.

We understand the planned construction consist of a new ADU structure. Capital Geotechnical Services requests that a proposed site plan and grading plan be provided if available.

Scope of Services

Our services will include drilling of an exploratory boring, laboratory testing of representative soil samples for pertinent engineering and physical properties, and the preparation of a geotechnical engineering report. The report will include the following items:

- a. Information on site conditions and geology.
- b. Description of the field exploration and subsurface conditions encountered.
- c. Log of the exploratory boring and a boring location plan. The results of the laboratory tests will be presented on the log and some included on separate test report sheets.
- d. Recommendations concerning foundation design and construction.
- e. Recommendations for soil improvement (if applicable).

Subsurface Exploration Services

Capital Geotechnical Services proposes to drill 1 exploratory boring to a depth of 25 feet using a truck-mounted geotechnical drilling rig. We can stake the boring location for the utility locators and drilling subcontractor using existing structures and site features as benchmarks. Upon completion of the drilling operation, soil samples will be visually classified by a Geotechnical Engineer, lab testing will be assigned, and lab testing will be completed, followed by the performance of engineering analyses and the preparation of a geotechnical engineering report.

Estimated Costs

The estimated cost of services is summarized below.

Recon site, stake boring locations, input Texas811:	\$ 150
Mobilize drill rig and crew to site:	\$ 375
Drilling and sampling:	\$ 425
Laboratory soil testing:	\$ 350
Engineering analysis & report preparation:	\$ 675
PLI insurance – residential:	<u>\$ 20</u>
Total:	\$ 1,995

Additional costs will be incurred if restrictions to site access are encountered at the time of equipment and crew mobilization (i.e. additional mobilization cost for each trip). Additional costs will also be incurred if hollow stem augers are required in lieu of solid stem due to collapsing soils (sands, gravels). The additional cost for hollow-stem auger use is \$6 per foot.

Except as noted above, if any other work is required because of unexpected field conditions encountered in our field exploration program, or because of a request for additional services, the additional work will be invoiced in accordance with our current unit rates. Before modifying or expanding the extent (and cost) of our exploration program except as previously noted, you would be informed of our intentions for both your review and authorization.

The repair of landscaping, vegetation, or tire ruts due to the drilling operation is not included in the cost estimate. Capital Geotechnical Services assumes that restoration is not necessary (i.e. pre-construction) or will be the responsibility of the client.

This proposal does not include pH testing, electrical resistivity testing, soluble sulfate testing, or chloride ion testing that may be used to determine corrosivity or conductivity of the soils.

Capital Geotechnical Services should be retained to review plans and specifications (e.g the structural “S” drawings related to foundations, and any civil or structural drawings with notes or details related to earthwork or drainage) to determine their suitability and agreement with our geotechnical report. We can perform plan review (w/ letter) for \$150.

Schedule

A likely schedule would include: (1) 1st week: staking boring locations and allowing utility locators to mark site, (2) 2nd to 3rd week, depending on drilling backlog, drilling equipment and personnel can generally be available to mobilize to the site to drill the borings; note that rain and soft soil conditions can delay the schedule; (3) allow 3 weeks for visually classifying each soil sample, assigning lab testing, and completing lab testing; (4) allow 1 to 2 weeks for analysis and report preparation. Since geotechnical engineering projects require 3 phases of work with intangibles affecting progress, exact completion dates are difficult to estimate with accuracy. For scheduling purposes, the total scope of work could require 7 to 8 weeks from initial authorization through final report submission depending on backlog and if any delays are caused by weather or holiday periods.

Capital Geotechnical will notify the local utility marking manager (i.e. Texas811) to notify local utility companies of the planned drilling operation. We request that the Owner and Architect provide any available information on existing buried utility structures prior to providing a notice to proceed. Capital Geotechnical Services and their drilling subcontractor; are not responsible for repairs to damaged irrigation lines (sprinkler systems) or other buried utilities (i.e. septic tanks; water lines; sewer lines; buried electric lines; gas lines; cable lines; phone lines) since the locating of such utilities are the responsibility of the property owner. The property owner assumes the inherent risk of such damage when drilling or excavation is performed on the property.

General Conditions and Authorization

Attached to this letter are our standard *Terms and Conditions* of service that are an integral part of our proposal. Our insurance carrier requires that we receive written authorization prior to initiation of work, and a signed contract prior to the release of any work product. This letter is the agreement for our services. Your acceptance of this proposal may be indicated by signing the next page and returning one complete copy of this proposal to us. This proposal expires after 3 months from the issue date.

We are pleased to have this opportunity to offer our services and look forward to helping you with the successful completion of this project.

Respectfully,

CAPITAL GEOTECHNICAL SERVICES PLLC

Texas Firm #F-9458

A handwritten signature in black ink, appearing to read 'N. Kauffman', is written over a horizontal line.

Nicholas F. Kauffman, P.E.
Principal Geotechnical Engineer



PROPOSAL ACCEPTANCE

Proposal #: P21-002

Scope of Work: Subsurface Exploration and Geotechnical Evaluation Services

Location: ADU at 1204 Taylor Street, Austin, Texas

Client Signature: _____

Date: _____

Please complete this page and return one copy of this proposal to Capital Geotechnical to indicate acceptance of this proposal and to initiate work on the above-referenced project. The Client's signature above also indicates that the Client has read or has had the opportunity to read the accompanying *Terms and Conditions* of service and agrees to be bound by the contract terms.

BILLING INFORMATION

(Please Print or Type)

Name of Client, or Company/Agency: _____

Name of Contact Person: _____

Telephone # of Contact Person: _____

Email Address of Contact: _____

Person Responsible for Payment: _____

Title: _____

Department: _____

Billing Address: _____

Telephone Number: _____

Fax Number: _____

Client Project/Account Number: _____

Special Conditions for Invoice: _____

Terms and Conditions

of service between Gregory Bator ("CLIENT") and Capital Geotechnical Services PLLC:

Scope:	The scope of services, professional fees, and time schedule described in this proposal are based on information provided by the CLIENT and/or CLIENT's consultants or contractors. CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, or if conditions are discovered that could not be foreseen by a reasonable person, the scope of services may change, even while the services are in progress.
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Agreements:	In case of conflict or inconsistency between provisions of this proposal (service agreement) and the provisions of any other contract documents, the provisions of this proposal shall control. If CLIENT does not provide a signed copy of this agreement, by the act of authorizing and accepting the services of Capital Geotechnical, CLIENT agrees to be fully bound by the terms of this agreement as if signed by CLIENT. Use of our geotechnical reports for design or construction purposes constitutes an acceptance of all provisions of this agreement.
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Independent Consultant	Capital Geotechnical serves as an independent professional consultant to CLIENT and shall have control over, and responsibility for, the means and methods for providing the services under this agreement, including the retention of subconsultants and subcontractors. Capital Geotechnical does not serve as CLIENT's agent or representative.
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Information Provided by Others	CLIENT waives any claim of liability against Capital Geotechnical regarding any claim for injury or loss allegedly arising from errors, omissions, or inaccuracies in documents and other information in any form provided to us , including information that becomes incorporated into our documents.
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Right of Entry	CLIENT warrants that it possesses the authority to provide right-of-entry permission for the performance of our services. CLIENT hereby grants Capital Geotechnical and its subcontractors the right to enter from time to time onto the property owned by CLIENT or others in order for us to perform our services.
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Insurance:	Capital Geotechnical Services PLLC maintains professional liability insurance and general liability insurance. Limits of fiscal liability, however, are explicitly stated in this contract.
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Termination:	In the event that the project or our services are terminated before completion of our services, Capital Geotechnical Services PLLC shall be paid for services performed up through the date of the termination notice.
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Hazardous Materials:	CLIENT will make a reasonable effort to evaluate if hazardous materials are on or near the site and will inform Capital Geotechnical Services PLLC of such hazards before we visit the site.
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Applicable Law:	The laws of the State of Texas shall govern the validity, interpretation, and performance of this service agreement and these general conditions.
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Legal Costs:	Should either party institute any action or proceeding in court or otherwise enforce any provision hereof or institute any action for damages by reason of an alleged breach of any provision of this contract, the prevailing party shall be entitled to receive from the non-prevailing party such amount as the court may judge to be reasonable attorney's fees of the services rendered to the prevailing party in such action or proceeding plus the prevailing party's costs and expenses therein, regardless of whether such action or proceeding is prosecuted to judgment.
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The Client is responsible for payment of Capital Geotechnical Services PLLC time and expense resulting from response by Capital Geotechnical Services PLLC to subpoenas, for time and expenses related to deposition testimony, involving any proceeding which Capital Geotechnical Services PLLC is not named as a party, in connection with any services performed under this agreement.

Indemnity:	The CLIENT will hold Capital Geotechnical Services PLLC harmless from all claims, losses, or damages caused by negligent acts or omissions by other parties (i.e. other members of the project team), that do not include claims by employees or subcontractors of Capital Geotechnical Services. The PROJECT TEAM is defined as all entities involved in the design phase and construction phase of the project (Architect, Owner, Structural Engineer, General Contractor, subcontractors, and other companies or individuals involved in the design phase of the project).
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Invoices:	Payment for our consulting services is due upon presentation of invoice to the Client. Failure to pay within 60 days (2 months) of the date of the invoice shall result in a lien being filed and attached to the property. It may also result in litigation to enforce the contract. In case of any litigation to enforce the contract, Capital Geotechnical Services shall be entitled to recover its attorney fees and court costs, in addition to any contract amount awarded, plus interest at the rate of 18% per annum, from the date past due until date of judgment.
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Utilities:	Client is responsible for identifying the location of all utility lines and subterranean structures within the property. Capital Geotechnical Services PLLC may notify the utility locator notification service (Texas 811) to identify buried utilities that are in the city or county right-of-way and feed the property, but CLIENT is responsible for marking buried utilities within the property.
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Standard of Care:	Services of Capital Geotechnical Services PLLC under this agreement will be performed in a manner consistent with that level of care and skill typically exercised by members of the profession currently practicing under similar conditions in the local area of the project. NO WARRANTY, EXPRESS OR IMPLIED, is made. Client recognizes that soil conditions may vary from those encountered in test pits or exploratory borings and that the interpretations, characterizations, and recommendations are based solely on the information available to Capital Geotechnical Services PLLC at the time of the report.
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Limitations of Liability:	Unless otherwise established by state law, liability for damages to CLIENT due to professional negligence in the performance of services for a small project site (fee < \$5,000) shall be limited to \$50,000 for the subject project, regardless of indemnity. The CLIENT may negotiate, upon written request to Capital Geotechnical Services, to increase the limit of liability for an additional fee. CLIENT agrees that Capital Geotechnical Services shall not be responsible for bodily injury, property damage, or losses arising from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or by any other person. Note that "Capital Geotechnical Services" is defined as the entity comprising the principal engineer authoring the geotechnical report, the staff (employees), and the owners of the company.
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