

SHORT FORM AGREEMENT



GEOTECH ENGINEERS, INC.

11890-U Old Baltimore Pike

Beltsville, MD 20705

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www.geotechengineersinc.com

DATE: March 26, 2015

CLIENT: Mr. Brandon Gallas
4430 - 9th Street, NW,
Washington, DC 20011

PROJECT: Soil Bearing Tests
4430 - 9th Street, NW,
Washington, D.C.

Scope of Services and Fee:

The existing building is a two story structure with a basement. We understand that a third story vertical addition is planned over the existing building. Two story addition is also planned in the rear. We propose that the bearing soils be investigated at two locations which will be selected later. Our fee for this project is summarized as follows:

a. Soil bearing tests and test pit inspection:	2 borings @ \$350 ea =	\$700
b. Soil laboratory tests:	1 set @ \$200 ea =	\$200
c. Engineering and report preparation :	Lump Sum	\$500
		=====
TOTAL FEE		\$1,400

Our total fee for the above services is estimated to be **\$1,400**. Retainer of \$700 is requested. Our services will be performed according to DCRA guidelines and our report will include soil conditions, soil bearing capacity, settlement estimate, existing footings, photos, lab test results, etc.

We assume that test pit excavation will be performed by others arranged by you.

* * * *

Please sign and return this proposal as an authorization.

Sincerely,

GEOTECH ENGINEERS, INC.

Paul Chung, P.E.
President

Encl: Terms and Conditions

Authorized By: _____

Date: _____

STANDARD TERMS AND CONDITIONS

Geotech Engineers, Inc.

1. Duties and Responsibilities

Geotech Engineers, Inc. (Geotech) agrees to perform the services defined in this contract. Additional services may be provided, if requested, subject to authorization of new revised fee. The fees included will be valid for ninety (90) days unless otherwise stated in the proposal.

2. Geotechnical Investigation Data

Test borings, test pits, groundwater observations and geotechnical testing performed under this agreement are intended only to indicate observed conditions at the points investigated, and at the time when sampling is performed. Stratification lines as shown by the boring logs and test pits represent only approximations as to the vertical variations between the various strata and may not indicate the complete stratigraphy found in situ. The borings will not disclose subsurface conditions below the lowest level penetrated and between borings. No warranty is expressed or implied herein as to the adequacy of the number of test borings, test pits, and other points of observation. Geotech assumes no responsibility for interpretations made by others on the recommendations included in the report.

3. Samples and Reports

Soil and rock core samples will be retained for 30 days after issuance of our report and then discarded unless other disposition is requested. Normally three copies of our report will be issued, but additional copies may be furnished upon request for nominal charge.

4. Underground Utilities and Structures

Geotech will take reasonable precautions to avoid damage or injury to known underground structures or utilities in the prosecution of its work. The client agrees to furnish Geotech of known or suspected underground features which could affect Geotech's work. Client agrees to hold Geotech not responsible for any damage to underground utility lines and for structures which are not called to Geotech's attention and not correctly shown on the plans furnished.

5. Right of Entry

The client will provide rights of entry for Geotech and its subcontractors, and permissions in order for Geotech to complete its services. While Geotech will take all reasonable precautions to minimize any damage to the property, it is understood that in the normal course of work some damage may occur to surface features and landscaping, the correction of which is not part of this agreement.

6. Ownership of Documents and Restrictions on Use of Report

Geotech will retain copies of all reports for its records. All retained copies of reports, boring logs, field data, field notes, laboratory test data, calculations, and other documents prepared by Geotech shall remain the property of Geotech. It is understood that the report rendered under this agreement will be prepared in accordance with the agreed scopes and will pertain only to the subject project. Use of the report and data contained therein for other purposes is at sole risk and responsibility of the user.

7. Limitation of Liability

The client recognizes and assumes the inherent risks connected with construction and subsurface investigations. The engineer's liability for damages due to error, omission or professional negligence will be limited to an amount not to exceed \$100,000 or the engineer's fee, whichever is greater. No employee or agent of Geotech shall have any individual professional liability to the client in addition to, or in excess of, the engineer's liability under these contract terms and conditions.

8. Invoice and Payments

Geotech will submit invoices to client monthly or a final bill upon completion of services. A back-up data for field testing services will be provided at the client's request. Payment is due upon presentation of the invoice and is past due thirty (30) days from invoice date. Client agrees to pay a service charge of one and one half (1-1/2) percent per month on past due amounts under the agreement.

9. Standard of Care and Geotechnical Limitations

Services performed by Geotech under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No warranty, however, expressed or implied, is made.

10. Termination

This agreement may be terminated by either party upon written notice. In the event of termination, Geotech shall be paid for services performed to the termination notice date plus reasonable termination expenses.

11. Disputes

In the event that client institutes suit or arbitration against Geotech because of any alleged failure to perform, or for any alleged error, omission, or negligence, and if such suit or arbitration is dropped or dismissed, or if judgment is rendered for Geotech, client agrees to reimburse Geotech or pay all costs of defense, including attorney's fee, expert witnesses' fee and court or arbitration costs, staff time and any or all other expenses of defense which may be proper, immediately following dropping or dismissal of the case or immediately upon judgment being rendered in behalf of Geotech. The claim will be brought and tried in judicial jurisdiction of the court of the county where Geotech's principal place of business is located and client waives the right to move the action to any other county or judicial jurisdiction.

12. Warranty of Authority to Sign

The person signing this contract warrants he has authority to sign. If such person does not have such authority, he agrees that he is personally liable for all breaches of this contract.

13. Field Testing and Monitoring

a. Observation and testing of concrete or steels will be performed using random sampling, observations, and/or testing techniques. It should be understood that the presence of our field representative will be for the purpose of providing sampling, observation and field testing, in order to allow the engineer to provide client with a continuing source of professional advice, opinions, and recommendations based upon our representative's observations of the contractor's work.

b. It is understood that the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and that these requirements will apply continuously and not be limited to normal working hours.

c. Geotech will not be held responsible for any contractor's failure to observe or comply with the Occupational Health and Safety Act, any regulations or standards promulgated thereunder, or any state, county, or municipal law or regulation of similar import or intent.

d. In the event Geotech determines that certain materials do not comply with specifications, the discrepancy will be reported to the client as soon as possible. Geotech will not accept or reject the materials or direct the contractor's workmen, but Geotech will record the report of observations and test data.

e. The words "supervision" or "inspection" are used to mean periodic observation of the work and the conduction of the tests by Geotech to verify compliance with the plans and specifications. The word "certify" is used to express our professional opinion based on the results of tests performed.

f. Certifications for controlled fill may be provided upon request for those areas identified by site grading stake out and observed on a full-time basis by Geotech. Certifications will be in effect for 90 days after completion of fill operations observed by Geotech. Delay in starting actual construction of improvements may require Geotech to perform additional tests at the client's expense.