



**GEOTEK ENGINEERING
& TESTING SERVICES, INC.**

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Sioux Falls, South Dakota 57104
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September 23, 2016

Stockwell Engineers, Inc.
600 N. Main Avenue, Suite 100
Sioux Falls, South Dakota 57104

Attn: Annie Remmerde

Subj: Cost Proposal
Geotechnical Exploration
Proposed Parking Lot & Mixed-Use Sport Court
Heartland Park
Harrisburg, South Dakota

Introduction

This correspondence is pursuant to your recent request for a cost proposal to perform a geotechnical exploration program for the referenced project. This proposal is intended to outline our understanding of the project, proposed work scope, cost information, and schedule.

Project Information

We understand that the project will consist of constructing a new parking lot and mixed-use sport court within Heartland Park in Harrisburg, South Dakota. The proposed parking lot will be constructed in the southeast corner of the park. The mixed-use sport court will either be located at the north side or south side of the park.

Work Scope

In reviewing the information provided, we understand six (6) test borings are planned for the project. Two (2) test borings will be performed for the proposed parking lot and four (4) test borings will be performed for the mixed-use sport court (two (2) test borings at each location). The test borings performed for the proposed parking lot will extend to a depth of 5 feet below existing grade and the test borings performed for the proposed mixed-use sport court will extend to a depth of 10 feet.

Standard penetration sampling (ASTM:D1586) will be conducted at each of the test boring locations. The sampling procedure will be conducted at vertical intervals of 2 ½ feet. Where soft cohesive soils (silt and clay) are encountered, supplemental 3-inch Shelby tube samples (ASTM:D1587) will be taken. The subsurface conditions encountered at the test boring locations will be illustrated by means of individual logs for each test boring. Measurements for groundwater levels will be made at the test boring locations both at the time they are completed and just before being backfilled. We plan to take a delayed groundwater measurement the following day after the test borings are performed.

A licensed professional engineer will prepare a written geotechnical exploration report. The report will contain the results of the field and laboratory tests as well as our geotechnical engineering opinions and recommendations regarding the following:

- Site preparation and excavation/filling procedures;
- Subsurface drainage;
- Subgrade strength and potential corrective measures;
- Frost Protection;
- Comments regarding factors that may impact the constructability and final performance of the project;
- Quality control observations and testing.

Fees

The fees for our services will be charged on a unit cost basis. For the scope of work discussed, we estimate the cost of our geotechnical exploration services to range from \$1,500 to \$1,600. Costs associated with additional boring depth will be \$13/foot. Sales tax will be added to our fees if applicable.

Conditions

We assume that access to the site with a truck mounted drill rig and auxiliary pickup will be possible. GeoTek will be responsible for contacting public underground utilities through the One Call system. The property owner is responsible for locating and marking private underground utilities. A “General Conditions” section is attached and is considered part of our proposal.

Schedule

Weather permitting; we will be able to begin the fieldwork within five (5) to ten (10) working days after receiving authorization to proceed. We anticipate that the field work will be conducted over a period of one (1) day. A written report will be submitted approximately one (1) week to (2) weeks after completion of the field work.

Acceptance

GeoTek Engineering and Testing Services, Inc. appreciates the opportunity of being considered for this work and looks forward to providing our services on this project. If our proposal is

accepted, please indicate your acceptance by signing and dating in the indicated area and returning one copy.

Remarks

We thank you for the opportunity of considering our firm for this work. If you have any questions or need additional information, please contact our office at (605) 335-5512.

GeoTek Engineering & Testing Services, Inc.

Brennen Ahlers

Brennen Ahlers, PE
Project Manager

Acceptance

Client: _____

Authorized Signature: _____

Title: _____

Printed Name: _____

Date: _____

GENERAL CONDITIONS

SECTION 1: PROJECT INFORMATION

1.1 The Client will make available to GeoTek all known information regarding existing and proposed conditions, requirements, and all other information that may affect the cost, progress, safety, and performance of the work. If new information becomes available during GeoTek's work, Client will provide such information to GeoTek in a timely manner.

SECTION 2: SITE ACCESS AND PERMITS

2.1 The Client will furnish GeoTek safe and legal site access. Any special permits are the responsibility of the Client.

2.2 It is understood by the Client that in the normal course of work, some damage to the site and materials may occur. GeoTek will take reasonable precautions to minimize such damage.

SECTION 3: SAFETY

3.1 The Client shall inform GeoTek of any known or suspected hazardous materials or unsafe conditions at the work site.

3.2 GeoTek shall only be responsible for the safety of GeoTek employees at the work site.

SECTION 4: SAMPLES

4.1 GeoTek will retain nonhazardous samples for a maximum period of 30 (thirty) days of the date of the report. Upon written request, samples can be shipped or stored at the Client's expense.

SECTION 5: RECORDS

5.1 Documents prepared by GeoTek are considered instruments of services that will remain the property of GeoTek. GeoTek will retain these records for a period of five years, during which time the documents will be available to the Client during normal business hours.

SECTION 6: RESPONSIBILITIES

6.1 The work performed by GeoTek will not relieve other parties of their responsibilities to perform work in accordance with the contract documents or specifications.

6.2 GeoTek is not responsible for the interpretations or modifications of GeoTek's recommendations by other parties.

SECTION 7: STANDARD OF CARE

7.1 GeoTek will perform services consistent with the level of care and skill normally performed by other firms in the same profession at the time of our service, geographic area and under similar budgetary constraints. No other warranty, expressed or implied is made.

SECTION 8: LIMITATION OF LIABILITY AND INDEMNITY

8.1 GeoTek will indemnify and hold harmless and defend the Client against any claim, loss, judgement, liability or expense for damage to any property or for the death or injury to any person caused by or arising from the negligent acts or omissions or willful misconduct of GeoTek, its agents and employees pursuant to the performance of this Agreement

8.2 The Client will indemnify and hold harmless and defend GeoTek against any claim, loss, judgment, liability or expense for damage to any property or for the death or injury to any person caused by or arising from the negligent acts or omissions or willful misconduct of the Client, its agents and employees pursuant to the performance of this Agreement.

SECTION 9: INSURANCE

9.1 GeoTek will carry Worker's Compensation and Property Damage insurance. GeoTek will furnish Certificates of Insurance to the Client upon request.

SECTION 10: DELAYS

10.1 If GeoTek is delayed in performance due to any cause beyond its reasonable control, such as strike, fire, act of God, government action, acts of a third party, or the Client, a reasonable time extension for performance of the work shall be granted and GeoTek shall receive an equitable fee adjustment.

SECTION 11: ASSIGNMENTS

11.1 Neither party may assign duties or interest in this agreement without the written consent of the other party. Amendments to this agreement may be amended only by written amendments signed by both the Client and GeoTek.

SECTION 12: PAYMENT

12.1 GeoTek will submit invoices on a monthly basis and a final invoice upon completion of services. Payment is due upon receipt of the invoice and is past due 30 days after invoice date.

12.2 The Client is responsible for informing GeoTek of any disagreements or corrections within 15 days of the invoice date. Unless so informed, the invoices are deemed correct.

12.3 The amount of any excise tax or local, state or federal sales tax that may be imposed is not included in the rates for the services provided. The applicable taxes will be added to the actual billings for services.

12.4 Past due invoices are subject to interest charges of up to 1.5% per month.

12.5 The Client will pay all reasonable litigation expenses or collection expense incurred, including attorney fees that GeoTek incurs in collecting any delinquent amount the Client owes under this agreement.

SECTION 13: TERMINATION

13.1 This agreement may be terminated by either party for justifiable reasons after seven days written notice.

13.2 The Client agrees to pay GeoTek for all work performed, including reporting costs to complete the file.

SECTION 14: JURISDICTION

14.1 This agreement shall be construed in accordance with laws of the State in which the project is located.

SECTION 15: SEVERABILITY

15.1 If a provision of this agreement is held to violate a law or regulation, that provision shall be deemed void, but all remaining provisions shall continue in force. The Client and GeoTek will, in good faith, attempt to replace the invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the original intent of the provision.

SECTION 16: ENTIRE AGREEMENT

16.1 This contract represents the entire agreement between the parties, and supersedes all prior representations or agreements.