



General Conditions for Services

Section 1 - Services to be Provided

Geotechnics shall provide testing services in accordance with this Agreement and executed Test Request Forms. All tests will be performed with that degree of care and skill ordinarily exercised under similar circumstances by reputable similar laboratories and using test procedures and laboratory protocols as specified in the Test Request Forms.

Section 2 - Standard of Care

Client/Engineer expects the services provided by Geotechnics under this agreement will be performed in a manner consistent with the level of care and skill ordinarily exercised by members of the geotechnical and geosynthetics materials testing profession currently practicing under similar conditions and time in the locality of the project. No warranty, expressed or implied, is made or intended by providing laboratory services or by furnishing oral or written reports of the findings made or otherwise in connection with Geotechnics' services or reports. Geotechnics shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified.

Section 3 - Reports and Confidentiality

Geotechnics will provide written reports by the delivery date and in the quantities specified in the Test Request Forms. Data, information, and observations in written reports are known by Geotechnics to be valid as of the date of the report. Except as required by law, Geotechnics shall not disclose to any person or entity other than Engineer/Client: 1) reports, 2) the conclusions, observations and opinions contained in reports or 3) any information, samples or other material supplied to Geotechnics by Engineer/Client. Geotechnics shall abide by any additional confidentiality requirements requested by Engineer/Client provided that such requirements are provided to Geotechnics at or before execution of the testing.

Section 4 – Engineer/Client Responsibilities

Designated Client Representative

Engineer/Client shall identify an individual ("Designated Representative") authorized to act on its behalf with respect to the Project. Engineer/Client or its Designated Representative shall render decisions and approve Geotechnics' submittals in a timely manner to avoid unreasonable delay in the orderly and sequential progress of Geotechnics' services and Project schedule.

Section 5 - Tests, Inspections, And Reports

When required by the scope of the Project, additional to the scope of Geotechnics' scope of services and reports, Engineer/Client shall furnish tests, inspections, and reports required by law or the nature of the Project, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

Section 6 - Client Provided Services and Information

Engineer/Client has the right to retain its own consultants and contractors ("Engineer/Client's Consultants and Contractors") to perform services on the Project. In addition, Engineer/Client shall furnish the services of design professionals other than those designated as the responsibility of Geotechnics in this Agreement or authorize Geotechnics to furnish them as an Additional Service, when Geotechnics requests such services and demonstrates that they are reasonably required by the scope of the Project.

Geotechnics shall be entitled to rely on the accuracy, completeness, and timeliness of services and information furnished by Engineer/Client, its Designated Representative, and Engineer/Client's Consultants and Contractors. Geotechnics shall have no responsibility for the technical content of Engineer/Client's, its Designated Representative's, and Engineer/Client's Consultants' services and information but shall provide prompt written notice to Engineer/Client if Geotechnics becomes aware of any error, omission, or inconsistency in such services or information.

Section 7 - Chain of Custody, Document Retention

Geotechnics or Engineer/Client shall create and maintain appropriate written chains of custody documentation to assure linking of results to specific samples. If requested by an Engineer/Client, Geotechnics shall provide the chain of custody documentation with the report. Geotechnics will retain test data for five years and financial data for five years relating to the services performed.



Section 8 - Delivery, Acceptance and Retention of Samples

Loss or damages to samples remains the responsibility of Engineer/Client until Geotechnics' acceptance of samples by notation on chain of custody documents or otherwise in writing.

Geotechnics will retain samples for a period of 90 days following the date of submission of the report. If directed, the laboratory will extend the retention period provided the Engineer/Client agrees to pay a storage charge. Following the retention period, the Geotechnics will dispose of all non-impacted samples. Impacted samples will be returned to the Engineer/Client at their cost for disposal. However, details for disposal of impacted samples by Geotechnics may be arranged prior to sample arrival.

Section 9 - Hazardous Materials.

Geotechnics shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials or toxic substances in any form at the Project site. If hazardous materials are present, Engineer/Client shall be responsible for removing them from the Project site in a manner that will not adversely affect the health of any person and will comply with any applicable governmental laws and regulations. Engineer/Client shall indemnify and hold Geotechnics harmless from any liability, loss, damage, or expense arising out of or with respect to the presence of hazardous materials on the Project site. The presence or discovery of any hazardous or toxic substance on the site shall be cause for extension of the schedule of Geotechnics' services and equitable adjustment of fees for Geotechnics as mutually agreed by the parties. As to any samples that are suspected of containing hazardous substances or radioactive material, the Engineer/Client will specify the suspected or known substances and or the level and type of radioactive activity. This information will be given to Geotechnics as a part of the Test Request Form and will precede radioactive samples and will precede or accompany samples suspected of containing hazardous substances. Please note that the Laboratory does not accept radioactive impacted materials.

Section 10 – Compensation

Geotechnics shall submit invoices at the completion of the testing program or monthly to the Engineer/Client, who shall review them promptly. The Engineer/Client shall either approve these invoices or notify Geotechnics of any invoices not approved. The Engineer/Client and Geotechnics shall confer and attempt to resolve such disputed invoices. The Engineer/Client shall promptly invoice for Geotechnics' services in accordance with the billing terms of the Engineer/Client's agreement with their Client and shall use reasonable and diligent efforts to collect payment from the Client. The Engineer/Client shall pay Geotechnics within 10 calendar days after receiving payment from the Client.

Regardless of whether the Client pays the Engineer/Client in full, the Engineer/Client shall pay Geotechnics for all undisputed invoices within a reasonable period after the completion of the Laboratories' services under this Agreement. If payment is not received by Geotechnics for undisputed invoices within ten (10) calendar days after the Client pays the Engineer/Client for such services, or within sixty (60) calendar days after Geotechnics submits its invoices for such services, whichever occurs first, then such invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the PAST DUE amount per month, which shall be calculated from the tenth or forty-fifth day, as above, whichever occurs first. Payment to Geotechnics shall first be applied to accrued interest and then to the unpaid principal. If payment in full is not received within sixty (60) calendar days after Geotechnics submits its invoices, Geotechnics shall have the right to suspend Services and withhold all documents until payment is received. In the event of suspension of Services, as outlined above or for any other reason beyond Geotechnics' control, Geotechnics shall have no liability to Engineer/Client for delay or damage resulting from such suspension. Prior to resuming Services, Geotechnics shall be paid all fees earned prior to suspension together with all reimbursable expenses then due, along with any costs and expenses, including attorneys' fees, incurred collecting delinquent payments. In addition, Geotechnics' fees for remaining Services and associated time schedules will also be equitably adjusted.

Section 11 - Disputes

All disputes under this Agreement shall be resolved as follows. Within 15 days after the written notification of the dispute, principals or officers of Geotechnics and Engineer/Client shall meet to resolve the dispute. If the dispute remains unresolved, the parties shall participate in a facilitated mediation pursuant to the rules of the American Arbitration Association, or such other person or entity as the parties may agree upon. Notwithstanding the foregoing, upon request by Geotechnics, Engineer/Client shall participate in and be bound by any dispute's resolution mechanism contained in Laboratory's agreement with its Engineer/Client.



Section 12 - Changes to Test Request Forms

No people other than the designated representatives for each Test Request Form are authorized to act regarding changes to a Test Request Form. Geotechnics shall provide Engineer/Client with written notification promptly upon identifying any activity that is a change to the terms and conditions of a Test Request Form. The notice will include the date, nature, circumstance, and cause of the activity regarded as a change, and will specify the elements of project performance for which an equitable adjustment is sought.

Changes may be made to a Test Request Form through the issuance of an amended Test Request Form. The amendment will specify the reason for the change and, as appropriate, include any modified budgets, schedules, scope of work, and other necessary provisions. The amended Test Request Form will become part of this agreement upon execution by Geotechnics and Engineer/Client.

Section 13 – Mutual Indemnification

Geotechnics and Engineer/Client each agree to indemnify the other and their officers, directors, and employees against liability, damages, costs, and expenses including reasonable attorneys' fees and expenses recoverable under applicable law (collectively "Damages") that arise out of claims by third parties and are caused to the other due to the negligence of the indemnifying party, but only to the extent of the indemnifying party's negligence. Neither Geotechnics nor Engineer/Client shall be required to indemnify the other to the extent Damages arise from or are caused by the indemnified party's own negligence (whether sole, concurrent, or contributory). Neither Geotechnics nor Engineer/Client shall have a duty to provide the other with an up-front defense of any claim.

Section 14 – Mutual Waiver of Consequential Damages

Geotechnics and Engineer/Client each waive consequential damages (such as lost profits, lost revenues, loss of use, loss of financing, and loss of reputation) for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages whether arising in contract, warranty, tort (including negligence), strict liability, or equity, or that might arise out of the parties' indemnification obligations.

Section 15 - Termination and Suspension

Engineer/Client may order work suspended or terminated upon seven days advance written notice. If work is suspended, Geotechnics shall receive, upon resumption, an adjustment in the cost of services to compensate for additional costs incurred due to the interruption of services. Upon suspension or termination, Geotechnics shall preserve samples if Engineer/Client agrees to pay the sample storage charge.

Section 16- Limits of Liability

Geotechnics' strives to provide the highest quality service, our liability to clients for any claims, damages, or losses arising from the provision of our services shall be limited to the amount of Professional Liability Insurance coverage at the time of the event in question. Geotechnics makes no guarantees or warranties beyond the scope of our services as outlined in our agreement and are not responsible for any consequential, incidental, or indirect damages. Clients are encouraged to review their own insurance coverage to ensure appropriate protection."

Section 17 – Anti-Raiding

During the term of this agreement and for a period of two (2) years after this agreement ends for whatever reason, the Engineer/Client shall not, on the client's behalf or on behalf of any other person, firm or entity, directly or indirectly, hire, solicit for hire or employment or induce any employee of Geotechnics, Inc. to accept employment or to otherwise leave Geotechnics, Inc.

Section 18 – Ownership of Documents

All documents prepared or furnished by Geotechnics pursuant to this Agreement are instruments of Geotechnics' professional service, and Geotechnics shall retain ownership and property interest therein, including all copyrights. Upon payment in full for services rendered, Geotechnics grants Client a license to use instruments of Geotechnics' professional service for the purpose of constructing, occupying, or maintaining the Project. Reuse or modification of any such documents by Client, without Geotechnics' written permission, or use of documents after termination, shall be at Engineer/Client's sole risk, and Engineer/Client agrees to indemnify, defend, and hold Geotechnics harmless from all claims, damages, and expenses, including attorneys' fees, arising out of such reuse by Engineer/Client or by others acting through Engineer/Client.



Section 19 – Use of Geotechnics’-Provided Information

The information provided by Geotechnics is intended for the exclusive use of Engineer/Client for the Scope of Services defined herein and is not to be transmitted for the use of any other party nor used for any other project. Engineer/Client agrees to defend, indemnify, and hold Geotechnics harmless from any claims, costs, and expenses, including attorneys’ fees and costs of litigation, which result from any unauthorized or unintended use of Geotechnics’ provided information, or transmission by Engineer/Client to others of the information resulting from Geotechnics’ Scope of Services.

Section 20 – Engineer/Client’s Reduction of Scope of Services

If Engineer/Client elects to terminate, modify, or reduce any portion of Geotechnics’ Services under this Agreement, Engineer/Client shall indemnify and hold Geotechnics and its subconsultants harmless from and against damages, losses, and judgments arising from claims by Engineer/Client or any third parties, including reasonable attorneys’ fees and expenses recoverable under applicable law, related to the services or activities Geotechnics did not provide or in which Geotechnics did not participate.

Section 21 – Project Schedule

In the event Geotechnics is hindered, delayed, or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including but not limited to delays due to power or data system outages, acts of nature, public health emergencies including but not limited to infectious disease outbreaks and pandemics, governmental orders or directives, failure of any government or other regulatory authority to act in a timely manner, failure of the Engineer/Client to furnish timely information or approve or review Geotechnics’ services or design documents, or delays caused by faulty performance by Engineer/Client’s contractors or consultants, the time for completion of Geotechnics’ shall be extended by the period of resulting delay and compensation equitably adjusted. Engineer/Client agrees that Geotechnics shall not be responsible for damages, nor shall Geotechnics be deemed in default of this Agreement due to delays.

Section 22 - Miscellaneous Provisions

This agreement constitutes the entire agreement between the parties and supersedes all other and prior agreements. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, purchase order conditions, or other agreement purporting to modify, vary, supplement, or explain any provision of this agreement is of no effect until placed in writing and signed by both parties after the date of this agreement. In no event will the printed terms or conditions stated in a purchase work order, other than an agreed-upon Test Request Form, be considered a part of this agreement, even if the document is signed by both the Laboratory and Engineer/Client.

Neither party will assign this agreement without the express written approval of the other, except the assignment of receivables for financing purposes. Geotechnics may subcontract portions of this Agreement to other qualified laboratories if agreed upon by Engineer/Client.

If any of the provisions of this agreement are held to be invalid or unenforceable in any respect, the remaining terms will remain effective, and the agreement will be construed as if invalid or unenforceable matters were never included in it. No waiver of any default will be a waiver of any future default. Neither party shall be liable for nonperformance caused in whole or in part by Acts of God, civil unrest and war.

End of Standard Terms.



Service Agreement

THIS AGREEMENT, effective as of the following date _____, is by and between, Geotechnics, Inc., hereinafter referred to as "Laboratory", and

_____ hereinafter referred to as "Engineer/Client." Laboratory agrees to perform the Services set forth in this Agreement in accordance with its terms.

The agreement consists of this page and the following documents:

- General Conditions for Laboratory Services, attached
- Laboratory Test Request(s) executed by Engineer/Client
- Laboratory's Proposal and Unit Price Schedule dated _____.

The work under this agreement consists of services associated with the following project:

The schedule of work will be controlled by accepted Laboratory Test Requests, Procedures and the Standard Terms for the Laboratory Contract.

Laboratory

By: _____
Title: _____
Signature: _____
Date: _____

Engineer/Client

By: _____
Title: _____
Signature: _____
Date: _____