

# TEXAS GEOTECHNICAL CONSULTANTS, LLC

Geotechnical

Environmental

Materials Testing

Date: April 22, 2024  
Proposal No: GP24-0420

COMEX Group  
Mr. Carlos Puerta  
PH: 281-731-7817  
Email: [ncarpu@gmail.com](mailto:ncarpu@gmail.com)

Reference: Proposal for Geotechnical Investigation  
Proposed Retail Building  
Lot 5, Off US Highway 190 East at Mill Hill Road  
Livingston, Texas

Dear Mr. Puerta,

Texas Geotechnical Consultants, LLC (TGC) is pleased to submit this proposal for performing soil investigation for the proposed new retail building at the above referenced site. The building will be 12,000 square feet and 1- to 2 storied and supported at grade. There will be associated parking and drives

Three (3) borings are proposed to a depth of 20 feet each for the building and three (3) borings are proposed to a depth of 5 feet each for the parking and drives.

Borings will be sampled continuously to a depth of 10 feet and at 5 feet interval thereafter till the completion of borings. Groundwater encountered during drilling will be observed and noted.

Soil samples obtained during drilling will be transferred to our office where they will be tested to determine soil moisture, shear strength and expansion potential. The field and laboratory soil testing results will be analyzed and a report prepared along with the log of borings. A report will be prepared which will present the soil profile and groundwater information at the boring locations, recommended foundation types including depths, allowable bearing pressures, PVR, slab and site recommendations, etc. Recommendations for paving will include paving thickness, subgrade stabilization, etc.

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Our lump sum charge for this project is \$2,600.00 plus a mileage charge of \$2.00 per mile each way. This cost estimate assumes that the site and boring locations will be accessible to a drilling rig and that no underground obstructions are encountered which require boring relocations.

Attached please find our terms and conditions. We appreciate the opportunity to submit this proposal and look forward to working with you on this project.

Sincerely,

TEXAS GEOTECHNICAL CONSULTANTS (LLC)  
TBPE FIRM NO. F-14495



Jay Vaghela, P.E.  
Project Manager

Attachments: TGC General Terms and Conditions

Proposal Acceptance

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Client Name: \_\_\_\_\_

## **TEXAS GEOTECHNICAL CONSULTANTS, LLC (TGC) GENERAL TERMS AND CONDITIONS**

**Right Of Entry:** The client agrees to furnish right of entry to the property for TGC or its subcontractors to enter the site and make soil borings, obtain samples, perform field tests, soil explorations and/or any other activity in association with the performance of our study. Client also agrees that due to the use of drilling rigs or equipments for soil sampling, some disturbance or damage to the site may occur. Although we will take all reasonable care to limit the disturbance or damage to the site, the client agrees that restoration of the site to its original condition is not in our scope and not included in our fees.

**Location of Sampling or Testing:** Surveying of the site or the determination of the exact horizontal or vertical location of our borings or field tests is not in our scope of work and not included in our fees. Locations of borings or other field test locations as shown in our reports are best estimates made by our field personnel in the field and is an approximate effort to inform you of its general location.

**Damage to Existing Objects:** Client agrees that unless otherwise agreed prior to start of work in writing, TGC is not responsible for calling utility locating companies or physically determining the location of these items in the field. Client agrees to furnish to TGC all available drawings of the buried utilities or other items and/or show to our field personnel the exact location of these to enable safe field activities. Although we will take care to prevent any damage to buried or obscure utilities or man-made objects, Client agrees to indemnify and hold TGC, its staff, officers and subcontractors harmless for any damage that may occur to these buried or obscure items.

**Payment Terms:** Full payment is due upon receipt of our invoice and prior to report issuance. TGC reserves the right to withhold all reports including preliminary information pending full payment. If payment is not received within ten (10) days from the invoice date, a finance charge of 1.5% per month (18% per annum) or maximum allowed by law will apply. All cost associated with collection efforts including staff hourly charges and attorney fees will be charged to the client on delinquent accounts. Client will relinquish all rights on the reports by failing to pay the full amounts.

**Cancellation:** Either TGC or client may terminate this agreement prior to completion of the report by giving two (2) days written notice. Client agrees to pay all charges incurred till that date including any shutdown costs.

**Limitation of Liability:** Client agrees that TGC's liability (including its staff, owners and/or officers) for any damage on account of any error, omission or other professional negligence will be limited to a sum not to exceed TGC's fee. Client agrees to require a similar agreement from other parties on this project holding TGC (including its staff, owners and/or officers) harmless for any error, omission or other professional negligence.

**Binding Arbitration:** Client agrees that any disagreements and/or disputes if not resolved by mutual discussion, goodwill or agreement will be subject to binding arbitration.

**Standard of Care:** TGC will use the degree of care and skill normally associated with the type of project and location. No other warranty or guaranty, expressed or implied is made or intended by our proposal or by our providing oral or written reports.

**Successors and Assign:** This agreement will automatically apply to all successors and assigns.

**Extent of Agreement:** This agreement represents the entire agreement between TGC and client. This agreement may be amended only in writing signed by both sides. If any clause is found not to be as per existing law, then that will not void the entire agreement and the remaining clauses will remain valid.