

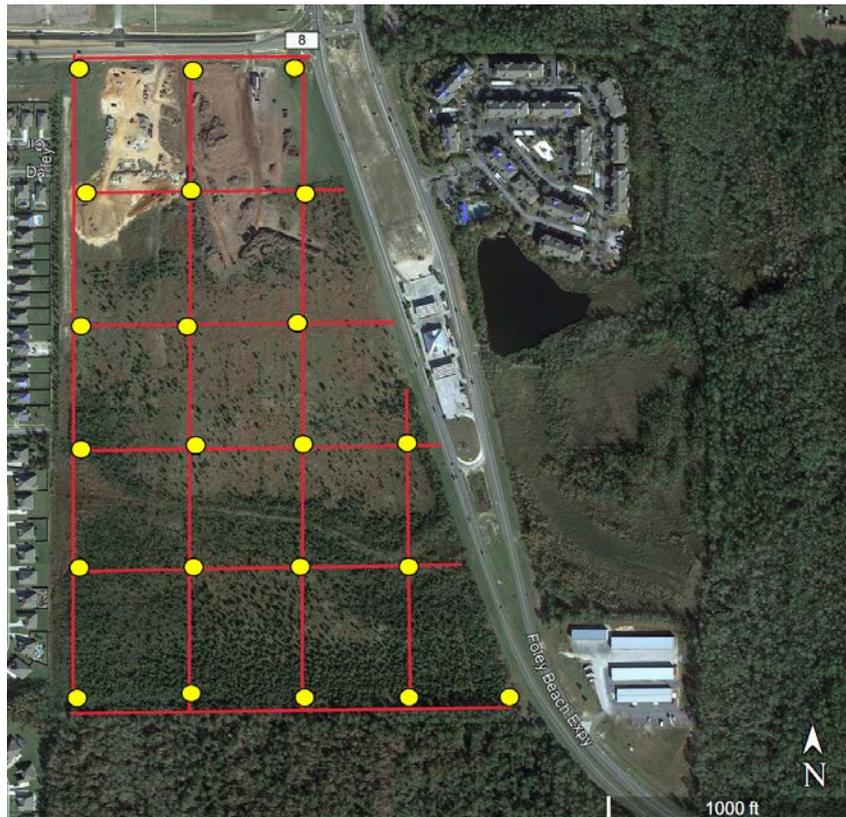


March 15, 2021

**Proposal for Preliminary Geotechnical Exploration  
Proposed New Gulf Shores High School  
Gulf Shores, AL  
GMC Proposal Number GP-21-074G**

**Field Exploration**

- A total of 22 borings are proposed to be drilled. The Proposed Boring Location Plan shown below shows the approximate locations of the borings spaced on an approximate 500-foot grid. The borings will be drilled with an ATV-mounted drill rig.
- Clearing with a dozer will be required to access some of the boring locations.
- The borings will be drilled to a depth of 25 feet below existing grade.
- Split spoon sampling and standard penetration testing will be conducted at standard intervals in the borings.
- Each borehole will be backfilled with soil cuttings from the drilling process.
- A geotechnical professional will mark the boring locations in the field based on existing landmarks and features and coordinate the clearance of underground utilities with the local agencies.
- The groundwater levels will be recorded at the time of drilling and before demobilizing from the site.





**Laboratory Testing**

A geotechnical engineer will visually classify soil samples obtained from the drilling process. Selected soil samples will be retained for a limited amount of laboratory testing. These tests may include Atterberg limit determinations, grain size determinations, and natural moisture contents.

**Reporting**

All work will be performed under the direction of an Alabama registered professional engineer specializing in geotechnical engineering. Once the field and laboratory investigations are complete, we will provide you with a report that will include the following:

- A brief summary of our test procedures and the results of all field and laboratory testing.
- A review of the site conditions and geologic setting.
- A review of subsurface soil stratigraphy including the individual Boring Logs, Subsurface Diagrams, and a Boring Location Plan.
- General recommendations for site preparation, including anticipated undercut depths, excavation considerations, and construction of compacted fills.
- Information regarding groundwater conditions, along with recommendations for controlling groundwater in excavations during construction.
- General design and construction recommendations for foundations, including foundation bearing capacities and installation recommendations and bearing depths.

**Compensation**

Based on the above scope of services, we recommend the following fee:

Preliminary Geotechnical .....	\$17,700
Dozer and operator for a day .....	\$2,000
Total.....	\$19,700

**Schedule**

Alabama state law requires a 48-hour notice for underground utilities to be located prior to drilling. We can begin our fieldwork in about 1 to 2 weeks of receiving authorization, weather dependent. We anticipate the boring layout and field exploration to take 1 week. Laboratory testing will take about 1 to 2 weeks to complete. We will provide a written report within 4 weeks upon the completion of drilling. Preliminary design information can be provided if needed as it becomes available.

We appreciate the opportunity to provide these services on this phase of the project for you. If you have any questions pertaining to this proposal or if we may be of further service, please do not hesitate to call.

Sincerely,  
**Goodwyn, Mills and Cawood, Inc.**

Kevin Wales, PE  
EVP - Geotechnical & Construction Services



**AUTHORIZATION**

**Proposal for Preliminary Geotechnical Exploration  
Proposed New Gulf Shores High School  
Gulf Shores, AL  
GMC Proposal Number GP-21-074G**

If this proposal is acceptable, please sign in the space provided to formalize the agreement. We note that the attached General Conditions are a part of this proposal.

<b>Agree To this _____ day of _____, 2021</b>	
<b>Name:</b>	
<b>Title:</b>	
<b>Company:</b>	
<b>Address:</b>	
<b>Email:</b>	
<b>Telephone:</b>	



**GOODWYN MILLS CAWOOD, LLC**  
**GEOTECHNICAL & CONSTRUCTION SERVICES**  
**GENERAL CONDITIONS**

1. **PARTIES AND SCOPE OF WORK:** Goodwyn Mills Cawood, LLC (hereinafter referred to as "GMC") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific geotechnical, analytical, testing or other service to be performed by GMC as set forth in GMC's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by GMC. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client are adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of GMC's work. GMC shall have no duty or obligation to any third party greater than that set forth in GMC's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from GMC, or the reliance on any of GMC's work, shall constitute acceptance of the terms of GMC's proposal and these General Conditions regardless of the terms of any subsequently issued document. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or GMC. GMC's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against GMC because of this Agreement or the performance or nonperformance of services hereunder. The Client and GMC agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.
2. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by GMC or others to be timely and properly performed in accordance with the plans, specifications and contract documents and GMC's recommendations. Client agrees to indemnify, defend and hold GMC, its officers, employees, and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or GMC's recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act or omission of GMC, its officers, agents or employees, subject to the limitation contained in paragraph 10.
3. **SCHEDULING OF WORK:** The services set forth in GMC's proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner by GMC personnel at the prices quoted. If GMC is required to delay commencement of the work or if, upon embarking upon its works, GMC is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by the Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of GMC, additional charges will be applicable and payable by Client.
4. **RIGHT OF ENTRY:** Client will arrange and provide such right of entry to the site as is necessary for GMC to perform the work. It is understood by client that in the normal course of work, some damage may occur. GMC shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment; however, GMC has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires GMC to restore the site to its former condition, upon written request GMC will perform such additional work as is necessary to do so and Client agrees to pay to GMC for the cost.
5. **CLIENT'S DUTY TO NOTIFY ENGINEER:** client represents and warrants that it has advised GMC of any known or suspected hazardous materials, utility lines and pollutants at any site at which GMC is to do work hereunder, and unless GMC has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save GMC harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to GMC's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to GMC by Client.
6. **HAZARDOUS MATERIALS:** Nothing contained within this agreement shall be construed or interpreted as requiring GMC to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.
7. **RESPONSIBILITY:** GMC's work shall not include determining, supervising, or implementing the means, methods, techniques, sequences or procedures of construction. GMC shall not be responsible for evaluating, reporting, or affecting job conditions concerning health, safety, or welfare. GMC's work or failure to perform same shall not in any way excuse any contractor, subcontractor, or supplier from performance or its work in accordance with the contract documents. GMC has no right or duty to stop the contractor's work.
8. **SAMPLE DISPOSAL:** Unless otherwise agreed to in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after GMC's report delivery, unless a written request has been submitted by the Client stating otherwise.



9. **PAYMENT:** Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay GMC's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. GMC shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein GMC waives any rights to a mechanics' lien, or any provision conditioning GMC's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that GMC shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of GMC from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.
10. **LIMITATION OF LIABILITY:** GMC's services will be performed, its findings obtained and its reports prepared in accordance with its proposal, client's acceptance thereof, these general conditions, and with generally accepted principles and practices. In performing its professional services, GMC will use that degree of care and skill ordinarily exercised under similar principles and practices by members of its profession. Statements made in GMC reports are opinions based upon engineering judgment and are not to be construed as representations of fact. Should GMC or any of its professional employees be found to have been negligent in the performance of its work, or to have made and breached any implied warranty, representation or contract, client, all parties claiming through client and all parties claiming to have in any way relied upon GMC's work agree that the maximum aggregate amount of the liability of GMC, its officers, employees, and agents shall be limited to \$25,000.00 or the total amount of the fee paid to GMC for its work performed with respect to the project, whichever amount is greater. No action or claim, whether in tort, contract, or otherwise, may be brought against GMC, arising from or related to GMC's work, more than two years after the cessation of GMC's work hereunder.
11. **INDEMNITY:** Subject to the foregoing limitations, GMC agrees to indemnify and hold Client harmless from and against costs and expenses including reasonable attorney's fees to the extent caused by GMC's negligence. Client shall provide the same indemnification as contained in this paragraph to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against GMC, the party initiating such action shall pay to GMC the costs and expenses incurred by GMC to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that GMC shall prevail in such suit.
12. **TERMINATION:** This Agreement may be terminated by either party upon seven (7) days' prior written notice. In the event of termination, Client shall compensate GMC for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place GMC's files in order and/or protect its professional reputation.
13. **WITNESS FEES:** GMC's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay GMC's legal expenses, administrative costs and fees pursuant to GMC's then current fee schedule for GMC to respond to any subpoena.
14. **SEVERABILITY:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event of any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
15. **SAFETY:** Should GMC provide periodic observations or monitoring services at the job site during construction, Client agrees that, in accordance with generally accepted construction practices, 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 compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the Contractor's procedures conducted by GMC is not intended to include review of the adequacy of the Contractor's safety measures in, on, adjacent to, or near the construction site, such duties are not within consultant's scope of work.
16. **SITE EVENTS:** If such are within GMC's scope of work, Client agrees that GMC will not be expected to make exhaustive or continuous onsite inspections but that periodic observations appropriate to the construction stage shall be performed. It is further agreed that GMC will not assume responsibility for the Contractor's means, method, techniques, sequences, or procedures of construction, and it is understood that field services provided by GMC will not relieve the Contractor of his responsibilities for performing the work in accordance with the plans and specifications. The words "supervision", "inspection", or "control" may be conveniently used to mean periodic observation of the work and the conduction of tests by GMC to verify substantial compliance with the plans, specifications, and design concepts. Continuous "inspection" by our employees does not mean that GMC is observing placement of all materials. Full-time inspection means that an employee of GMC has been assigned for eight-hour days during regular business hours.
17. **ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.