

## AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between **CITY OF ASHLAND, ALABAMA**, hereinafter referred to as the Owner, and **GOODWYN MILLS CAWOOD, LLC**, hereinafter referred to as the Engineer.

WHEREAS, the Owner desires to have professional engineering services and consultation performed relative to

### **Master Planning and Due Diligence for Approximately 60 Acres in the Ashland Industrial Park**

#### **(Partial Funding is provided by the SEEDS Program through SIDA)**

hereinafter referred to as the Project and not having engaged any other engineers for the Project, Owner desires to retain the Engineer as its sole and exclusive engineering and consulting firm for the Project;

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the Owner and Engineer do agree, each with the other, as follows:

#### **ARTICLE 1. Basic Services.**

##### **Preparation of Planning Documents**

- 1.1 Perform Topographic Survey, Master Planning and Grading Study services based on the attached proposal (Attachment A).
- 1.2 Perform Environmental services based on the attached proposal (Attachment B).
- 1.3 Perform Geotechnical services based on the attached proposal (Attachment C).
- 1.4 Furnish copies of the above documents and present and review this in person with OWNER.

#### **ARTICLE 2. Additional Services**

The following scope of services shall be considered additional work from the Basic Services outlined in Article 1. Unless the Additional Services are authorized in Article 4, Compensation, in this Agreement, then the Owner and Engineer shall agree through a written amendment hereto, for the Engineer to furnish, or obtain from others, additional services of the types listed below. These services will be paid for by the Owner as indicated in the Agreement.

- 2.1 Services to submit and obtain environmental clearances and permits as required for utilization of funds for Federal Aide project.
- 2.2 Right-of-Way Services, such as appraisals and negotiations, as required to comply with the Uniform Relocation Assistance and Real Property Acquisition Regulations for Federally Assisted

Programs as contained in 49 CFR Part 24 (Code of Federal Regulations) and "Authorization" provisions as contained in 23 CFR, Part 635.306(c).

- 2.3 Services resulting from significant changes in the scope, extent, or character of the portions of the Services designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond Engineer's control.
- 2.4 Providing renderings or models not defined as part of construction plans for Owner's use.
- 2.5 Services related to appraisals of property being acquired as a result of this project.
- 2.6 Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for a Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
- 2.7 Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration or other dispute resolution process related to the Project.
- 2.8 Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

### **ARTICLE 3. Responsibilities of the Owner**

OWNER agrees to provide ENGINEER with complete information concerning the requirements of the project and to perform the following services:

- 3.1 The Owner shall provide all criteria and complete information as to the Owner's requirements for the Project and shall furnish all design and construction standards which the Owner will require to be included in the engineering plans, specifications, and operational narrative.
- 3.2 The Owner will assist the Engineer by placing at the Engineer's disposal all available information pertinent to the Project.
- 3.3 Hold promptly all required meetings, serve all required notices, fulfill all requirements necessary in the development of the project, and pay all costs incidental thereto.
- 3.4 The Owner shall arrange for access to and make all provisions for the Engineer to enter upon public and private property to perform surveying, testing and other data collection as required for Engineer to perform services under this Agreement. Owner shall appoint and designate in writing a person to act as Owner's site access representative for such purpose, and shall include contact information for the individual so designated. Owner agrees to hold the Engineer harmless

from any and all claims, actions, damages and costs, including but not limited to attorney's fees, arising from Owner's arrangements and provisions for access to property.

- 3.5 Furnish ENGINEER with a copy of any design and construction standards he shall require ENGINEER to follow for the project.
- 3.6 Furnish ENGINEER with copies of all deeds, plats, property maps and other information necessary to the description and location of all easements and deeds needed for the project.
- 3.7 Designate, in writing, a single person to act as OWNER's Representative with respect to the work to be performed under this agreement. The person designated as Representative shall have complete authority to transmit instructions and to receive information with respect to the work covered by this agreement.
- 3.8 The Owner shall provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project. The Owner shall also provide such legal services as the Owner may require or the Engineer may reasonably request with regard to legal issues pertaining to the Project that must be resolved in order for the Engineer to carry out its obligations under this Agreement. It is expressly understood and agreed that the Engineer itself shall not furnish or render any legal opinions or legal interpretations as to matters of law or application of law.
- 3.9 The Owner agrees to pay Engineer the Additional Services as may be required for the Project, as outlined in this agreement.
- 3.10 Be the Applicant for all permits and environmental clearances necessary to construct the Project and pay for any and all regulatory permitting and application fees.
- 3.11 Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings and Substantial Completion and final payment inspections. Routinely perform site visits to observe the progress and quality of the various aspects of contractor's work and to determine, in general, if such work is proceeding in accordance with the Owner's requirements of the Project.

**ARTICLE 4. Compensation**

- 4.1 The OWNER will pay ENGINEER a lump sum fee of **\$98,500.00** for all necessary topographic survey, geotechnical exploration, environmental services, and master planning associated with the project. The OWNER will be invoiced monthly for percentage of work completed. The breakdown of these fees is as follows:

Topographic Survey / Master Planning	\$ 57,000.00
Environmental Due Diligence	\$ 33,500.00
Geotechnical Borings & Analysis	\$ 8,000.00

- 4.2 The Owner agrees to pay the ENGINEER for Additional Services, as described in Article 2, an hourly fee based upon the attached GM&C Standard Rate & Fee Schedule.

- 4.3 Payments will be made as work progresses based on invoices submitted by the Engineer. Payment amounts shall be based the lump sum fee for Basic Services and the percentage of completion and the GM&C Standard Rate & Fee Schedule for Additional Services and the number of hours invoiced.
- 4.4 The Owner may, from time to time, request changes in the scope of the services of the Engineer to be performed hereunder. Such changes, including any increase or decrease in the amount of Engineer's compensation, that are mutually agreed upon by the Owner and the Engineer, shall be incorporated in written amendments to this Agreement.
- 4.5 Compensation for services performed by Engineer's employees as witnesses giving testimony in any litigation, arbitration or administrative proceeding shall be paid by Owner at a rate of two times the Engineer's standard hourly rates. Whenever Engineer's bill to Owner includes charges for Engineer's consultants for such services, those charges shall be the amounts billed by Engineer's consultant to Engineer times a factor of two.

#### **ARTICLE 5. Relationship of the Parties**

- 5.1 The parties intend that this Agreement create an independent contractor relationship between them. The Engineer is a professional corporation and is not an agent or employee of Owner for any purpose. The Engineer cannot and will not represent that he has the authority to bind Owner in any contractual manner. Nevertheless, with regard to the bidding and construction phases, it is understood that Engineer may serve as the Owner's representative with full authority to participate therein as designated in Article 1, above.
- 5.2 Neither party is to represent to others that the relationship between them is other than as stated above.
- 5.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Owner and the Engineer, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Owner and the Engineer and not for the benefit of any other party.
- 5.4 The Owner and the Engineer each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns (to the extent permitted by Paragraph 6.5 below) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrations, legal representatives and said assigns of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- 5.5 Neither the Owner nor the Engineer shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated or restricted by law . Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the Engineer from employing such independent professional associates,

consultants, subcontractors, and vendors as the Engineer may deem appropriate to assist in the performance of services hereunder.

- 5.6 Engineer may employ such independent professional associates, consultants, subcontractors, and vendors as the Engineer may deem appropriate to assist in the performance or furnishing of services under this Agreement. Engineer shall not be required to employ any consultant unacceptable to Engineer.

#### **ARTICLE 6. Ownership and Use of Project Documents**

- 6.1 All documents are instruments of service in respect to the Services, and Engineer shall retain an ownership and proprietary property interest therein (including the right of reuse at the discretion of the Engineer) whether or not the Services are completed.
- 6.2 Copies of documents that may be relied on by Owner are limited to the printed copies (also known as hard copies) that are signed or sealed by the Engineer. Files in electronic media format of text, data, graphics, or of other types that are furnished by Engineer to Owner are only for convenience of Owner. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- 6.3 Owner may make and retain copies of documents for information and reference in connection with the services by Owner. Engineer agrees that Engineer will make available to Owner, in hard copy or electronic form, the documents constituting the instruments of service. Such documents are not intended or represented to be suitable for reuse by Owner or others on extensions of the services or on any other project. Any such reuse or modification without written verification or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to Engineer's consultants. Owner shall indemnify and hold harmless Engineer and Engineer's consultants from all claims, damages, and expenses including attorneys' fees arising out of or resulting therefrom.
- 6.4 In the event of a discrepancy between the electronic files and the hard copies, the hard copies govern.
- 6.5 Any verification or adaptation of the documents for extensions of the services or for any other services will entitle Engineer to further compensation at rates to be agreed upon by Owner and Engineer.
- 6.6 The Engineer shall retain all project records for a period of three (3) years following completion of the project. The Owner, EDA, the Comptroller General of the United States, the Inspector General of the Department of Commerce, or any of their duly authorized representatives, shall have access to any documents, books, papers, and records of the Engineer (which are directly pertinent to the specific project) for the purpose of making an audit, examination, excerpt, and transcriptions.

#### **ARTICLE 7. Liability and Indemnity**

- 7.1 The Engineer will not be responsible for delays, disruptions or obstacles attributable to acts of God, acts of third parties, weather, intervention of public authorities, work stoppages, changes in

the applicable laws or regulations after the date of commencement of performance hereunder and any other acts or omissions or events which are beyond the control of the Engineer.

- 7.2 Owner may not utilize Engineer's construction cost estimate after thirty calendar days from the date of delivery to Owner without Engineer's written consent. Estimates of cost are made on the basis of the Engineer's experience, qualifications, and professional judgment, but since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over competitive bidding or market conditions, Engineer cannot and does not guarantee or warrant that proposals, bids or actual construction costs will not vary from estimates of probable costs prepared by Engineer. Approvals, recommendations, estimates and decisions by the Engineer are made on the basis of the Engineer's experience, qualifications, and professional judgment and are not to be construed as warranties or guarantees.

#### **ARTICLE 8. Termination**

- 8.1 This Agreement shall be subject to termination by either party hereto, with or without cause, upon twenty (20) days advance notice in writing. Payment due Engineer at such time shall be computed upon applicable terms of Article 5, the amount of work completed or in progress as of the termination date and Engineer's reasonable cost of winding down its services after termination.

#### **ARTICLE 9. Miscellaneous**

- 9.1 This Agreement represents the entire and integrated Agreement between the Owner and Engineer and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement may only be amended, supplemented or modified by written instrument executed by both the Owner and the Engineer.
- 9.2 It is understood and agreed by the parties hereto, that if any part, term or provision of this Agreement is held by any court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining portion or portions of this Agreement shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- 9.3 It is expressly understood and agreed that the indemnity and insurance obligations of this Agreement, as well as the Engineer's proprietary interest in its engineering plans and specifications, shall survive the termination of this Agreement under Article 8 above as well as the completion of services under this Agreement.
- 9.4 This Agreement is to be governed by the laws of the State of Alabama.

**WHEREFORE**, the undersigned, by their signatures, certify that they have carefully read this Agreement, understand the terms and conditions contained herein, have proper authority to execute this Agreement, and do so as their own free act:

**OWNER:**


**CITY OF ASHLAND, ALABAMA**

By: \_\_\_\_\_  
Honorable Larry Fetner, Mayor

Attest:  
\_\_\_\_\_  
City Clerk

**ENGINEER:**

**GOODWYN MILLS CAWOOD, LLC**

By:  \_\_\_\_\_  
Keith Strickland, P.E., Engineering Manager

Attest:  \_\_\_\_\_



# ATTACHMENT A

**Goodwyn Mills Cawood**

November 30, 2023

2400 5th Avenue South  
Suite 200  
Birmingham, AL 35233

T (205) 879-4462

www.gmcnetwork.com

To: Mr. Chance Jones  
Executive Director  
Clay County Economic Development Council  
Ashland, Alabama

RE: Master Planning, Topographic Survey & Grading Study  
Services Proposal (SEEDS)  
Ashland Industrial Park  
Ashland, Alabama

Mr. Jones,

Goodwyn Mills Cawood, LLC (GMC) is pleased to present this proposal for performing planning services for the development of a ±60 Acre portion of the Industrial property located off of Hwy 9 across from the Airport Road intersection. The project area is shown below.



The basic services being offered are as follows:

- I. Master Planning / Park Layout / Roadway Layout
- II. Topographic Survey & Grading Study
- III. Preliminary Utility Layout



Following your review, we welcome further discussion about the proposed Project Scope and the Associated Fees.

#### PROJECT DESCRIPTION AND SCOPE OF WORK:

Below is a detailed breakdown of the services included in this scope of work:

##### Master Planning, Park Layout & Roadway Layout

- The master planning of the approximate ±60 acres to determine the preferred layout of industrial / commercial lots and the roadway which will be used to access the lots.

##### Topographic Survey & Grading Study

- Topographic survey (1' contours) of the project area.
- Study and analysis of the existing grades of the project site to determine potential grading options for maximizing developable property.

##### Preliminary Utility Layout

- Calculate potential water & sewer demands based on master planned layout.
- Develop preliminary layout of water, sewer and gas lines within park property.

#### Exclusions:

The following elements of design are not included in this scope unless requested by the owner as additional services:

Environmental Permitting  
Structural Engineering  
Traffic Study

Site Engineering  
Utility Design  
Electrical Engineering



COMPENSATION & ADDITIONAL SERVICES:

COMPENSATION:

We propose performing the work illustrated above under the “Scope of Services” sections as lump sum fees as follows:

Tasks	Design Fees
<b><u>Phase I - Master Plan</u></b>	
Roadway & Parcel Layout	\$15,000.00
<b><u>Phase II – Topographic Survey / Grading Study</u></b>	
Topographic Survey	\$23,500.00
Grading Study	\$13,500.00
<b><u>Phase III – Preliminary Utility Layout</u></b>	
Analysis of Potential Demands	\$2,500.00
Layout of Water, Sewer & Gas Lines	\$2,500.00

ADDITIONAL SERVICES:

Additional services are services outside of the scope noted herein, or services that were not anticipated at the writing of this agreement, or are special services requested by the Owner. Should additional Services be required during this project, we will notify the Owner prior to commencing said work. Unless negotiated to the contrary, approved Additional Services shall be calculated as follows:

- *GMC in-house design / administration:* Per hourly rate schedule absent a pre-determined LS
- *Design Consultants:* 1.2 times the invoice amount submitted to the Architect

HOURLY RATE SCHEDULE:

Principal:	\$250.00/ hr
Executive Vice President / Senior Vice President	\$200.00/ hr
Vice President	\$190.00/ hr
Senior Architect/ Engineer:	\$190.00/ hr
Architect/ Engineer II/ Interior Design II/ Project Manager II/ Hydrogeologist/ Ecologist:	\$175.00/ hr
Architect/ Engineer I/ Interior Design I/ Project Manager I/ Land Surveyor:	\$150.00/ hr
Architect/ Engineer Intern II/ Geologist/ Biologist:	\$130.00/ hr
Architect/ Engineer Intern I/ Resource Analyst:	\$110.00/ hr
CADD Technical III:	\$140.00/ hr
CADD Technical II/ Draftsman:	\$110.00/ hr
CADD Technical I:	\$80.00/ hr
Administrative:	\$70.00/ hr



We appreciate the opportunity to work with you over the course of this project, and trust our proposal is consistent with your expectations. Please feel free to contact me at your convenience to discuss the terms of this proposal and any questions or concerns you may have.

Sincerely:  
GOODWYN MILLS CAWOOD, LLC.

A handwritten signature in blue ink, reading "Keith Strickland". The signature is fluid and cursive, with a prominent flourish at the end.

Keith Strickland  
Project Manager



# ATTACHMENT B

November 6, 2023

Chance Jones, Executive Director  
Clay County Economic Development Council  
PO Box 1237  
Ashland, AL 36251

## Goodwyn Mills Cawood

2400 5th Avenue South  
Suite 200  
Birmingham, AL 35233

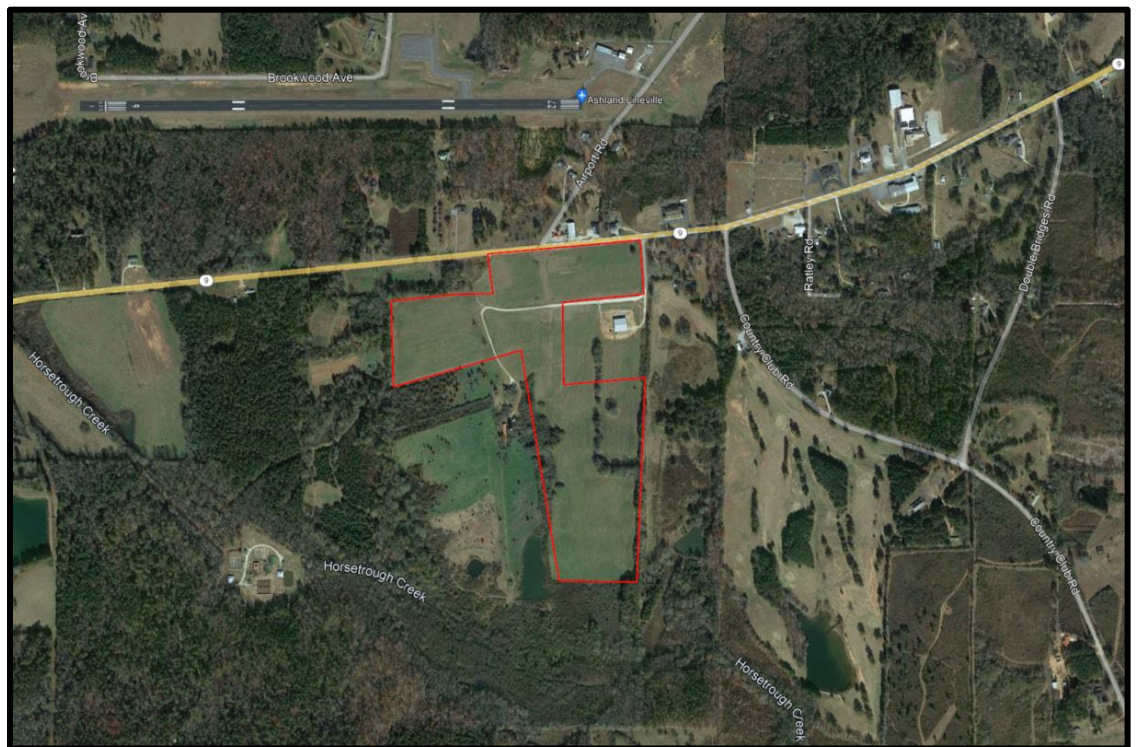
T (205) 879-4462

www.gmcnetwork.com

RE: Environmental Due Diligence Services  
Proposed Clay County Business Park (~60-Acres)  
Ashland, Clay County, Alabama

Mr. Jones:

Goodwyn Mills Cawood LLC (GMC) Environmental Department is prepared to conduct the below environmental field studies and reporting as part of the due diligence process to determine potential environmental impacts associated with development of the property. In addition, this scope will provide the basis for any future National Environmental Protection Act (NEPA) documentation for any potential Federal funding or US Army Corps of Engineers (USACE) permitting for wetland and/or stream impacts associated with site development. Below is a detailed scope of the proposed environmental services for the approximate 60-Acre subject property located off of Hwy 9 in Ashland, Alabama and identified in the image below:





## **SCOPE OF SERVICES:**

### **Task I. Phase I Environmental Site Assessment (ESA)**

Our Phase I ESAs are prepared in compliance with the All-Appropriate Inquiries (AAI) rule and the American Society for Testing and Materials (ASTM) Practice E 1527-21. The purpose of the Phase I ESA is to investigate the referenced site for evidence of hazardous or regulated non-hazardous materials contamination. A Phase I ESA does not include any testing or sampling of materials (i.e. soil, water, air, building materials, etc.). Our proposed course of action is as follows:

- A historical review of the use and improvements made to the subject site.
- A review of applicable building, zoning, planning, sewer, water, fire and environmental department records that would have information on or have an interest in the property and neighboring sites.
- An investigation of the subject property and neighboring properties with regard to the Environmental Protection Agency's (EPA) National Priorities List (NPL), Comprehensive Environmental Response Compensation and Liability Information System (CERCLIS) list, and similar state lists.
- An inspection of the site and all improvements with a visual inspection for hazardous materials and regulated non-hazardous materials.
- A review of available information to determine whether present owners or tenants have stored, created, or discharged hazardous materials or waste, and, if applicable, a review of whether appropriate procedures and safeguards have been observed.
- A determination of whether the information gathered indicates the presence or likely presence of any hazardous substances or petroleum products in, on, or at the property due to activities at the property or from migration to the property from other properties. For the purpose of these documents, the term migration refers to the movement of hazardous substances or petroleum products in any form, including solid and liquid at the surface or subsurface, and vapor in the subsurface.
- Written report summarizing the findings with conclusions as to the potential environmental degradation believed to be associated with the property.

If the Phase I ESA reveals recognized environmental conditions that warrant additional assessments, then a proposal for those services will be submitted separately at that time.

### **Task II. Waters of the U.S. (WOTUS) Delineation**

GMC is prepared to complete the delineation of jurisdictional WOTUS including wetlands and streams on the subject property. The delineation will be conducted in accordance with the 2012 Regional Supplement to the U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual: Eastern Mountains and Piedmont Region (Version 2.0). The jurisdictional boundaries will be flagged according to the three required wetland criteria (vegetation, hydrology, and soils). The scope of work will include all fieldwork necessary to delineate any jurisdictional areas, as well as surveying and mapping. The WOTUS areas will be surveyed with a mapping grade (sub meter) GPS system. Please note this method of surveying is not considered survey grade. This method of surveying is approved by the USACE and does



not require a certified stamp from a Licensed Professional Land Surveyor (PLS). The USACE makes the final determination of jurisdiction in accordance with Section 404 of the Clean Water Act.

It should be noted that this scope of work does not include the submittal of a Jurisdictional Determination (JD) to the USACE for confirmation of the delineation. The USACE does not have a timeline for completing a JD and this process can take more than six months to complete. The JD request submittal is typically best suited to be submitted in conjunction with any future permitting that may be required during future development of the property. However, if necessary, GMC can prepare the appropriate documentation to request a JD for an additional fee.

This proposal does not include any fees for potential required permitting or mitigation if impacts are proposed for the project.

### **Task III. Threatened and Endangered Species Habitat Assessment**

Representatives of GMC are prepared to complete a threatened/endangered species assessment on the site. The scope of work will include a review of threatened/endangered species list provided by the U.S. Fish and Wildlife Service (USFWS). The assessment will also include a site visit to survey the property for potential habitat. This assessment will be required if the proposed project will require a USACE permit, for any NEPA documentation, and for listing on Alabama Advantage Site program. It should be noted that this scope does not include any additional surveys that may be potentially required by USFWS for future project concurrence. If habitat for any listed bats or mussels is noted during the on-site assessment, the USFWS may require professionals to conduct a bat and/or an aquatic species survey for concurrence and additional fees will apply. The extent of the endangered and threatened species survey will not be known until official correspondence has occurred with USFWS.

### **Task IV. Cultural Resources Assessment**

GMC is prepared to subcontract a professional archaeologist to conduct a Phase I Cultural Resource Assessment (CRA) of the project site to ensure no significant archaeological and/or historical artifacts are located within the project boundary. This survey will be required by the State Historical Preservation Office (SHPO) and/or Tribal Historic Preservation Officer (THPO) for any future NEPA documentation and/or USACE permitting. The scope and cost for the survey listed above assumes that no significant archaeological or historical resources are found during the survey. If significant resources are discovered and additional surveys are required in order to receive concurrence, then additional fees will apply.

### **Task V. Floodplain Mapping**

GMC will review and map the Federal Insurance Rate Maps (FIRM) provided by the Federal Emergency Management Agency (FEMA) to determine if the regulated floodway and/or floodplain is located within the property boundary. Review of the FIRM maps is a requirement for any future NEPA documentation and will assist in informing you whether the floodplain administrator will require a floodplain development permit to cover the proposed development activities.

### **Task VI. Final Written Report**

Following the field studies, agency coordination, and mapping, GMC will prepare a written report. The written report will include a description of the field studies, findings, results, conclusions, and appropriate figures and attachments (field data, survey reports, regulatory concurrences, etc.).



**Costs and Approval for Services**

The below costs are based on a desktop review of available mapping of the site and estimated time required to complete the tasks. An additional cost proposal can be provided for any USACE permitting and mitigation required for impacts to jurisdictional wetland or streams based on proposed development plans.

Professional Services	Lump Sum Cost	Approved Items
Task I. Phase I ESA	\$4,000	_____
Task II. WOTUS Delineation	\$7,500	_____
Task III. T & E Species Habitat Assessment	\$3,500	_____
Task IV. Cultural Resources Assessment	\$12,000	_____
Task V. Floodplain Mapping	\$1,500	_____
Task VI. Final Summary Report	\$5,000	_____
<b>TOTAL</b>	<b>\$33,500</b>	

If this proposal meets your approval, please initial each approved line item above, sign below and return to us this *Notice to Proceed*. For your convenience in returning the *Notice to Proceed*, you may return by email to [melissa.mehaffey@gmcnetwork.com](mailto:melissa.mehaffey@gmcnetwork.com). Should you have any questions, or if we may be of further assistance, please do not hesitate to call me at (205) 879-4462.

Sincerely,

GOODWYN MILLS CAWOOD LLC

Melissa Mehaffey, PWS, REM  
Environmental Department Head

**Authorization to Proceed:**

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date



## ATTACHMENT C

Goodwyn Mills Cawood November 6, 2023

2400 5th Avenue South  
Suite 200  
Birmingham, AL 35233

T (205) 879-4462

www.gmcnetwork.com

Chance Jones, Executive Director  
**Clay County Economic Development Council**  
PO Box 1237  
Ashland, AL 36251

**RE: Proposal for Preliminary Geotechnical Exploration  
Proposed Clay County Business Park  
Ashland, Clay County, Alabama  
GMC Geotechnical Proposal No. GP-23-291G**

Dear Mr. Jones:

Goodwyn Mills Cawood, LLC (Geotechnical & Construction Services Division) is pleased to provide this proposal to perform a preliminary geotechnical exploration for the proposed Clay County Business Park site in Ashland, Clay County, Alabama. This proposal discusses the proposed scope of services to be provided by Goodwyn Mills Cawood (GMC) and presents the applicable fees.

We appreciate the opportunity to propose these services to you during this phase of the project. If you have any questions pertaining to this proposal, please do not hesitate to call.

Sincerely,  
**Goodwyn Mills Cawood, LLC**

Michael J. McNeill, PE  
Vice President Geotechnical Engineering  
Senior Geotechnical Engineer



## PROJECT INFORMATION

We understand that the Clay County Economic Development Council (CCEDC) is developing the seven parcels with a combined area of approximately +/-60-acre site located in Ashland, Clay County, Alabama. The site is located off Alabama State Route 9 (SR-9) and Airport Road. A majority of the site has been used as pasture with isolated wooded areas across the site. The purpose of this exploration is to provide preliminary subsurface information at the site. The specific buildings, equipment, and planned grades are unknown at this time.

## GEOTECHNICAL SCOPE OF SERVICES

### Field Exploration

We propose to drill six (6) soil test borings across the site, each to a depth of 30 feet. The borings will be drilled to the planned depths below existing grade or to auger refusal, whichever is encountered first. No rock coring is proposed. The proposed boring locations are shown below:



**Proposed Boring Locations**

Split spoon sampling and standard penetration testing (SPT) will be conducted at 2.5 feet intervals in the upper 10 feet of the borings and at five-foot intervals thereafter. Samples will be collected for laboratory classification, and natural moisture content tests. Each borehole will be backfilled with soil cuttings from the bore hole. Groundwater levels in the boreholes will be checked at the time of drilling and prior to backfilling.

The borings will be located in accessible areas. No clearing is planned to be performed. We propose to drill the site with an ATV mounted drill rig. We will field mark boring locations using a hand-held GPS unit and by referencing from site features.



### **Information/Services to be Provided by Client**

It is assumed that the following information and services will be provided by the client or its representative:

- Designate a person to act as their representative, with respect to the services rendered in this proposal.
- Obtain rights-of-entry, permits, easements, landowner permission, or other access authorization required to perform the services described in this proposal.

### **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 one of our Alabama registered professional engineer specializing in geotechnical engineering. Once the field and laboratory work are complete, we will provide you with a written report that will include the following:

- A 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.
- Preliminary recommendations for site preparation, including excavation considerations, and construction of compacted fills.
- Information regarding groundwater conditions (if encountered).
- Preliminary recommendations for foundation types (shallow and deep) for the subsurface conditions encountered including anticipated foundation bearing capacities, deep foundation types, and capacities, and anticipated settlements.
- Seismic site classification based on SPT N-values and previous experience.
- Preliminary recommendations for cut and fill slopes.
- Preliminary recommendations for pavement sections for heavy duty and light duty asphaltic and/or concrete pavements including base and subgrade recommendations.

## **COMPENSATION**

Based on the above scope of services, we will perform the scope for a fee of **\$8,000**. This cost is based on the site being drilled with an ATV-mounted drill. We will not exceed this cost without prior approval.

## **SCHEDULE**

Based on our current schedule, we can begin the field exploration 3 weeks after authorization. We anticipate that fieldwork will take approximately 2 days to complete. Laboratory testing will take about 2 weeks to complete. A report will be submitted once the laboratory analysis and engineering analysis has been completed. We anticipate 4 weeks will be required to finalize the report after the completion of laboratory testing.



**AUTHORIZATION**

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.

Agreed To\* This \_\_\_\_\_ Day of \_\_\_\_\_, 2023

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

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

*\*Constitutes acceptance of GMC's General Conditions*



**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.