

Brittni Nix
City of Dacula
442 Harbins Road
PO Box 400
Dacula, Georgia 30019

May 28, 2025

**Proposal to Provide
Construction Materials Testing, Special Inspections,
and NPDES Compliance Services
Dacula City Core
Dacula, Georgia
Geo-Hydro Proposal Number 241895.P1**

Geo-Hydro Engineers, Inc. (Geo-Hydro) appreciates the opportunity to provide you with this proposal to perform construction materials testing, Special Inspections, and NPDES compliance services for the above-mentioned project. Project information was provided in a March 25, 2025, email conversation between Kevin Whigham (Bowman) and Marty Peninger (Geo-Hydro). Included in the email transmittal were the following project documents.

- Architectural Plans prepared by Lindsay Pope Brayfield and Associates, Inc. dated 3-19-25
- Structural Plans prepared by Lindsay Pope Brayfield and Associates, Inc. dated 3-19-25
- Civil Plans prepared by Bowman, dated March 25, 2025

We understand that a new City Core site is to be constructed to include a new City Hall building, a parking deck, an outdoor amphitheater, and various city buildings, located at 431 Harbins Road, Dacula, Georgia, will be supported on shallow foundations and a soil-supported concrete slab-on-grade. The new buildings will consist of structural steel framing and metal roof decking. The parking deck will be supported on rammed aggregate piers and cast-in-place foundations. The parking deck structure will be pre-cast concrete. Cast-in-place retaining walls and modular earth retaining walls will be constructed at various areas of the site. Anticipated cuts and fills as much as 30 feet will be required to achieve design elevations. The disturbed site area is approximately 16 acres. Once the project general contractor has been selected and a construction schedule is finalized, we can review and amend our proposed Scope of Work and adjust the cost estimate, if needed. We have based this proposal on our review of the provided project documents, discussions with you, and on our experience with similar projects.



THE GEO-HYDRO ADVANTAGE

While evaluating our firm for this project, there are several factors bearing on the selection of a materials testing firm which we would appreciate you considering:

- **We have offices throughout North Georgia.** With our offices located in Athens, Lawrenceville, and Kennesaw, Georgia, we will be able to serve the project efficiently and economically. With our staff of 105 and a local staff of 20, including 4 registered professionals, 6 staff level professionals, and 10 engineering technicians, we can respond to project needs quickly.
- **Project Knowledge.** We performed the Subsurface Exploration and Geotechnical Engineering Evaluation. Though working with Brittni Nix and Kevin Wingham, we developed an exploration and evaluation tailored to the specific needs of this project. We have firsthand knowledge of the subsurface conditions relating to the soil conditions, presence of rock and utilities.
- **Project Proximity to Geo-Hydro Lawrenceville Location (4.6 miles)**



- **Master of Special Inspections.** Master of Special Inspections are individuals that have obtained certification as a minimum in the following areas:
 - **Structural Welding**
 - **Structural Steel and Bolting**
 - **Structural Masonry**
 - **Reinforced Concrete**



There are only **36 Masters of Special Inspections** in the entire state of Georgia. **Geo-Hydro has 8 of them.** No other firm is more committed to providing qualified personnel than Geo-Hydro. All our engineering technicians have at least one ACI certification or ICC certification, several NICET certifications, and several years of experience. We also have a CWI inspector in our Athens Office.

- **Competitive Pricing.** Geo-Hydro's efficiency and professionalism translates into fees that are among the lowest in the industry.
- **Safety. 100 percent** of our Special Inspections/Construction Materials Testing staff have received OSHA-10 or OSHA-40 training. We constantly review our field and laboratory procedures as part of our commitment to improve safety.
- **We are stable.** Geo-Hydro has been in business since 1980. In our 41 years, we have completed thousands of projects. While the trend may be to change names and image, we have worked hard to build and maintain our reputation. We have operated under the same name since our inception in 1980. We are proud of our name and reputation.
- **Thorough, detailed online reporting.** Geo-Hydro has established a very streamlined project management system, and every project has a clearly defined project manager. Our process of data review and transmittal of reports receives the highest priority and deficient test results are quickly brought to your attention. We have a detailed and online data reporting system that allows us to provide reports almost immediately.
- **Certified Quality.** Geo-Hydro meets ASTM E 329, Agencies Engaged in Construction Inspection and/or Testing. We have also been successfully inspected by CCRL (concrete), and AASHTO (soils & asphalt). Additionally, we are on the list of accredited firms published by AASHTO, the Georgia Concrete Advisory Board, and the Georgia DOT. Geo-Hydro is large enough to adequately staff any project and yet small enough for you to receive the personal attention that a project of this type deserves. The following information was taken from the AASHTO Accreditation Directory (<http://www.aashtoresource.org/>).

SCOPE OF WORK

CONSTRUCTION MATERIALS TESTING AND SPECIAL INSPECTION SERVICES

Field Density Testing

Our representative will be on site to obtain bulk samples of proposed fill and utility backfill soils and perform project-specified laboratory soil classification testing and to determine the standard Proctor maximum dry density. We will perform field density testing of fill and utility backfill soils at the project-specified frequency. We will also observe that the site subgrade has been prepared in general accordance with the approved soils report, if applicable.

Rammed Aggregate Pier Foundation Installation Observation

The foundation system will consist of shallow foundations, with many of the shallow foundations bearing on rammed aggregate piers. We will observe the installation of the aggregate piers, and we will document the information related to the installed length, the number of lifts, the volume of stone and other information as required by the project specifications.

Foundation Bearing Surface Evaluations

Our representative will be on site to perform hand auger borings with dynamic cone penetrometer (DCP) testing at select locations within open shallow foundation excavations in general conformance with the guidelines established in ASTM STP-399 in order to evaluate the near-surface soil conditions and evaluate the bearing surface for an allowable bearing pressure and consistency with the soils report, if available. If the required bearing capacity is not available based on our evaluations, remedial recommendations for removal and replacement of the unsuitable foundation bearing soils will be provided or will be provided in a timely manner.

Concrete Testing

Our representative will be present to sample and test structurally significant concrete. Typically, for each sampling event we will perform physical tests to determine the slump, air content, and temperature, and we will mold test cylinders at the project-specified frequency for subsequent compressive strength testing. We will transport the test cylinders to our laboratory for moist-curing and compressive strength testing which will be performed at the specified test interval. Please note that continuous observation of concrete placement is required to be in compliance with the IBC Chapter 17 Special Inspections requirements.

Observation of Reinforcing Steel

Our representative will be present to observe that the placement of the concrete reinforcing steel is in compliance with the project documents for quantity, size, and location. Typically, our site representative will compare the as-built condition of the reinforcing steel to the approved structural and shop drawings. If any discrepancies are observed, they will be brought to the attention of the field personnel so that appropriate corrections can be implemented.

Masonry Testing Services

We will sample and test the masonry in accordance with the project specifications and applicable ASTM standards. The mortar and grout specimens will be transported to our laboratory for subsequent compressive strength testing. We will also observe the installation of reinforcing steel during masonry construction and perform observation of structural masonry grouting as required by the IBC.

Sprayed Fire-Resistant Materials (SFRM) Testing

Prior to the installation of fireproofing, Geo-Hydro will check that the surfaces have been prepared in conformance with the manufacturer's requirements, including its temperature and cleanliness. We will check the thickness and adhesion/cohesion and obtain samples for density testing of the sprayed fireproofing material at the project-specified frequencies and as outlined in AWCI Technical Manual 12-A and ASTM E 605 and E 736.

Firestop and Fire-Resistive Joint Penetrations Special Inspections

We plan to check materials and sealants for conformance with ASTM standards specified in the approved construction documents and manufacturer's certificates of compliance. We will also observe the completed penetrations through fire-resistant floor and wall assemblies and check that the joints at linear intersections between or within fire-resistive floor and wall assemblies have been sealed with project approved insulation and sealant.

Structural Steel Special Inspections

We plan to check the material identifications and submittals of manufacturer's certificates of compliance for high-strength bolt assemblies and cold-formed steel deck. We will also check the welded and bolted connections for conformance with the project plans, the project manual, and applicable codes. The steel frame, including the bracing and stiffening member configurations, member location, and joint details will be checked for compliance with the project documents.

Typically, Structural Steel Fabrication Shop Special Inspections are required unless the contractor selects an appropriately certified facility that may be exempted (by the Structural Engineer of Record) from the shop Special Inspections. We assume that the contractor will select an AISC certified fabrication shop which should exempt the fabrication from such inspections, if approved by the Engineer of Record. Thus, we have excluded fabrication shop Special Inspections and checking of bolting and welding at the fabrication shop from our Scope of Work.

Exterior Insulation and Finish Systems (EIFS) Special Inspections

We plan to check the submittals of manufacturer's certificates of compliance and observe the installation of EIFS components for conformance with project specifications and manufacturer's recommendations. We will also observe the joint preparation and repair for EIFS panel joints and window and door seals for conformance with the project specifications and manufacturer's recommendations.

Special Inspections for Seismic Resistance for Mechanical and Electrical Components

We plan to check the seismic anchorage of electrical equipment for emergency or standby power systems, vibration isolation systems, and other electrical and mechanical components.

Pavement Testing

We plan to observe the proofrolling of the soil subgrade prior to and after the placement of graded aggregate base course materials. We will obtain a bulk sample of the base course material and perform laboratory modified Proctor (ASTM D 1557) testing on the collected sample to allow calculation of field compaction percentages. We plan to check the in-place dry density and thickness of the compacted base course complies with the project documents. For asphaltic (flexible) concrete pavements, we plan to check the in-place thicknesses and densities of completed asphalt pavements by obtaining asphalt cores and performing field and laboratory testing. For concrete (rigid) pavements, we plan to check the reinforcing steel placement (for reinforced concrete pavements), use of the required design mix, sample fresh concrete (and perform field quality tests) and prepare laboratory-cured concrete specimens at the project-specified frequencies, and cure and perform compressive strength testing of concrete cylinders and report the results.

Project Administration and Miscellaneous Consultation

We will provide our professional staff as necessary for project administration, data review and transmittal, preparation of letters, attending meetings, etc.

NPDES COMPLIANCE SCOPE OF SERVICES

The purpose of the services proposed herein will be to help achieve compliance with portions of the Georgia Environmental Protection Division's National Pollutant Discharge Elimination Systems (NPDES) General Permit Number GAR100001 (NPDES Permit). The proposed NPDES compliance services include the following:

- Task 1: Weekly and Rainfall BMP Inspections & Reporting
- Task 2: Analysis of Storm Water Turbidity Samples

Task 1: Weekly and Rainfall BMP Inspections & Reporting

Qualified personnel provided by Geo-Hydro will inspect BMPs once every seven days or after each 0.5-inch 24 hour rainfall event, whichever occurs first. The inspector will observe the erosion and sediment control measures in an effort to evaluate if they have been correctly installed and maintained as designed. Qualified personnel will also observe areas of the site that have undergone final stabilization once per month. The inspections will be performed until a Notice of Termination (NOT) is filed with Georgia EPD by the primary permittee. Storm water discharge points will also be observed to see whether erosion control measures are effective in preventing significant impacts to receiving waters.

A BMP inspection worksheet report summarizing the scope of the inspection will be prepared and submitted to the primary permittees following each BMP inspection. The report will identify areas of non-compliance and provide recommended actions for resolution.

Please note that there is some uncertainty in determining what a State or municipal regulatory inspection team will define as a deficiency. Existing field conditions thought to be in compliance may be interpreted by the regulators as a deficiency. The permittee's defense against any regulatory action is to prove that BMPs have been properly designed, installed, and maintained.

Task 2: Storm Water Collection and Turbidity Analysis

Under the GAR100001 permit, storm water discharges are required to be sampled once after clearing and grubbing are completed and once after 90 days have passed since the clearing and grubbing phase or when mass grading is complete. In addition, if BMPs are found not to be properly designed, installed, or maintained after 90 days have passed since the clearing and grubbing phase or when mass grading is complete, then turbidity samples are to be taken for every 0.5-inch 24 hour rainfall event until those BMPs are found to be properly designed, installed, and maintained. Storm water samples will be collected and analyzed by Geo-Hydro for turbidity in accordance with the GAR100001 permit. The turbidity results can be submitted via EPD's GEOS system if we are properly authorized.

Proposal Assumptions: It is assumed that the primary permittees (owner and general contractor) will provide the following:

- Electronic copy of the site ES&PC Plan.
- Preparation and submittal of the Notice of Intent (NOI) and Notice of Termination (NOT).
- Site superintendent will conduct daily inspections and record rain gauge log.
- Site superintendent will file BMP compliance documents on-site.

Exclusions

Without attempting to provide a complete list of services that are excluded from our proposal, the following are specifically excluded and will not be performed by Geo-Hydro, unless agreed to in writing by both parties.

- Chapter 17 Special Inspections not specifically listed above.
- Construction materials testing services not specifically listed above.
- Fabrication Shop Special Inspections.

Limitations of Services

- Our presence at the job site and our performance of construction materials testing must not be construed as relieving the contractor of its responsibility to comply with the plans and specifications.
- Construction materials testing consists of a representative sampling of the construction materials. One must not interpret the test results as a guarantee that the entire work product is represented by the results.
- Our services and any observations or recommendations we make must not be construed in any way as relieving the contractor from his responsibilities relating to job site safety.
- Our representatives do not have the authority to supervise the work nor to direct the contractor's personnel.

FEE

Please find attached a Cost Estimate based on estimated quantities and our experience with similar projects. There is no precise way of determining our final costs since they will depend on the actual construction schedule, weather, and other factors beyond our control. Therefore, we will bill for our services on a unit-rate basis in accordance with the attached Schedule of Fees.

We are pleased to submit this proposal and look forward to the opportunity of working on this project. If this proposal is acceptable, we ask that you execute the attached agreement and return the original to us. If you have any questions concerning this proposal or any of our services, please call us.

Respectfully,

Geo-Hydro Engineers, Inc.


J. Andrew Smith, EIT
Sr. Project Manager
asmith@geohydro.com


William K. Donaldson, P.G.
Lawrenceville Branch Manager
wdonaldson@geohydro.com

L:\CMT\PROPOSALS\2024\241895.P1 Dacula City Core\Build (2025 Rates)\GeoHydro Proposal 241895.P1.doc

Proposal to Provide
Construction Materials Testing, Special Inspection, and
NPDES Compliance Services
Dacula City Core
Dacula, Georgia
Geo-Hydro Proposal Number 241895.P1, revised

COST ESTIMATE

SUBGRADE EVALUATIONS, SOIL DENSITY TESTING, AND ROCK QUANTIFICATIONS

Subgrade Evaluations and Rock Quantification (Based on 10 trips at 6 hours each)					
60 hours	Staff Engineer/Geologist	at	\$115.00	per hour	\$6,900.00
Compaction Testing of Mass Fill (Based on 2 months full time earthwork)					
384 hours	Senior Engineering Technician	at	\$85.00	per hour	\$32,640.00
Compaction Testing of Utility Trench Backfill (Based on 25 trips at 6 hours each)					
150 hours	Senior Engineering Technician	at	\$85.00	per hour	\$12,750.00
Laboratory Testing					
4 tests	Standard Proctor (ASTM D 698)	at	\$220.00	each	\$880.00
Project Management					
40 hours	Project Manager/Registered Professional	at	\$200.00	per hour	\$8,000.00
Mileage					
48 trips	Mileage (10 Miles)	at	\$0.70	per mile	<i>no charge</i>
Subtotal					\$61,170.00

AGGREGATE PIER INSTALLATION OBSERVATIONS

Aggregate Pier Installation (Based on 10 trips @ 8 hours each)					
80 hours	Staff Engineer/Geologist	at	\$115.00	per hour	\$9,200.00
Project Management					
8 hours	Project Manager/Registered Professional	at	\$200.00	per hour	\$1,000.00
Travel					
10 trips	Mileage (10 Miles)	at	\$0.70	per mile	<i>no charge</i>
Subtotal					\$10,200.00

SHALLOW FOUNDATION EVALUATION

Building and Walls Shallow Foundation Evaluations (Based on 25 trips @ 4 hours each)					
100 hours	Senior Engineering Technician	at	\$85.00	per hour	\$8,500.00
Project Management					
10 hours	Project Manager/Registered Professional	at	\$200.00	per hour	\$2,000.00
Travel					
25 trips	Mileage (10 Miles)	at	\$0.70	per mile	<i>no charge</i>
Subtotal					\$10,500.00

CAST-IN-PLACE CONCRETE TESTING AND REINFORCING STEEL OBSERVATION

Concrete Pours (Based on 55 pours @ average of 6 hours each)					
330 hours	Senior Engineering Technician	at	\$85.00	per hour	\$28,050.00
Sample Pickups (When not combined with other services, 25 trips @ 1 hour each)					
25 hours	Senior Engineering Technician	at	\$85.00	per hour	\$2,125.00
Laboratory Testing					
270 specimens	Cylinders, Compressive Strength	at	\$30.00	each	\$8,100.00
Project Management					
33 hours	Project Manager/Registered Professional	at	\$200.00	per hour	\$6,600.00
Mileage					
80 trips	Mileage (10 Miles)	at	\$0.70	per mile	<i>no charge</i>
Subtotal					\$44,875.00

Proposal to Provide
Construction Materials Testing, Special Inspection, and
NPDES Compliance Services
Dacula City Core
Dacula, Georgia
Geo-Hydro Proposal Number 241895.P1, revised

STRUCTURAL STEEL INSPECTION

Inspection of Bolted and Welded Connections and Decking Connections (Based on 15 visits at 4 hours per visit)

60 hours	Weld/Bolting Inspection Technician	at	\$190.00	per hour	\$11,400.00
2 days	Ultrasonic Flaw Detector	at	\$180.00	per day	\$360.00
Project Management					
6 hours	Project Manager/Registered Professional	at	\$200.00	per hour	\$1,200.00
Travel					
15 trips	Mileage (10 Miles)	at	\$0.70	per mile	<i>no charge</i>
Subtotal					\$12,960.00

STRUCTURAL MASONRY OBSERVATIONS

Masonry Testing and Observations (Based on 30 trips @ 4 hours each)

120 hours	Senior Engineering Technician	at	\$85.00	per hour	\$10,200.00
Sample Pickups (When not combined with other services, 10 trips @ 2 hours each)					
20 hours	Senior Engineering Technician	at	\$85.00	per hour	\$1,700.00
Laboratory Testing					
60 specimens	Masonry Grout, Compressive Strength	at	\$35.00	each	\$2,100.00
Project Management					
12 hours	Project Manager/Registered Professional	at	\$200.00	per hour	\$2,400.00
Mileage					
40 trips	Mileage (10 Miles)	at	\$0.70	per mile	<i>no charge</i>
Subtotal					\$16,400.00

SPRAY APPLIED FIREPROOFING TESTING AND PENETRATION INSPECTIONS

SFRM and Penetration Testing (Based on 10 trips @ 4 hours each)

40 hours	Staff Engineer/Geologist	at	\$115.00	per hour	\$4,600.00
Project Management					
4 hours	Project Manager/Registered Professional	at	\$200.00	per hour	\$800.00
Travel					
10 trips	Mileage (10 Miles)	at	\$0.70	per mile	<i>no charge</i>
Subtotal					\$5,400.00

MECHANICAL AND ELECTRICAL COMPONENT INSPECTIONS

Attachment Inspections (Based on 4 trips @ 4 hours each)

16 hours	Staff Engineer/Geologist	at	\$115.00	per hour	\$1,840.00
Project Management					
2 hours	Project Manager/Registered Professional	at	\$200.00	per hour	\$400.00
Travel					
4 trips	Mileage (10 Miles)	at	\$0.70	per mile	<i>no charge</i>
Subtotal					\$2,240.00

Proposal to Provide
Construction Materials Testing, Special Inspection, and
NPDES Compliance Services
Dacula City Core
Dacula, Georgia
Geo-Hydro Proposal Number 241895.P1, revised

EIFS, FLASHING, AND CLADDING INSPECTIONS

Inspection of EIFS, flashing, and exterior cladding (Based on 10 visits at 4 hours per visit)

40 hours	Staff Engineer/Geologist	at	\$115.00	per hour	\$4,600.00
Project Management					
4 hours	Project Manager/Registered Professional	at	\$200.00	per hour	\$800.00
Travel					
10 trips	Mileage (10 Miles)	at	\$0.70	per mile	<i>no charge</i>
Subtotal					\$5,400.00

ASPHALT PAVEMENT TESTING

Subgrade Evaluations and GAB Testing (Based on 4 trips at 4 hours per trip)

16 hours	Senior Engineering Technician	at	\$85.00	per hour	\$1,360.00
Asphalt Testing (Based on 4 trips @ 8 hours each)					
32 hours	Senior Engineering Technician	at	\$85.00	per hour	\$2,720.00
Laboratory Testing					
1 tests	Modified Proctor (ASTM D 1557)	at	\$300.00	each	\$300.00
Project Management					
4 hours	Project Manager/Registered Professional	at	\$200.00	per hour	\$800.00
Mileage					
8 trips	Mileage (10 Miles)	at	\$0.70	per mile	<i>no charge</i>
Subtotal					\$5,180.00

TOTAL SPECIAL INSPECTIONS COST ESTIMATE \$174,325.00

NPDES BEST MANAGEMENT PRACTICES (BMP) INSPECTIONS

Assumes 24 months of inspections (Average of 4 trips per month)

Weekly/Rainfall BMP Inspections & Reporting

192 hours	NPDES Inspection	at	\$85.00	per hour	\$16,320.00
Project Management					
19 hours	Project Manager/Registered Professional	at	\$200.00	per hour	\$3,800.00
Travel					
96 trips	Mileage (10 Miles)	at	\$0.70	per mile	<i>no charge</i>
Subtotal					\$20,120.00

TOTAL ESTIMATED COST, INCLUDING NPDES \$194,445.00

Construction Materials Testing, Special Inspections, and NPDES Compliance Services Schedule of Fees

Dacula City Core

Dacula, Georgia

Geo-Hydro Proposal Number 241895.P1

FIELD TESTING SERVICES

Soil, Concrete, and Miscellaneous Testing

Senior Engineering Technician, per hour	\$ 85.00
Senior Special Inspections Engineering Technician, per hour	\$ 95.00

NOTE: 3 hour minimum for technician services

Steel Testing

Visual Weld, Ultrasonic, or Bolt Torque (Technician), per hour	\$ 190.00
CWI Certified Weld Inspector, per hour	\$ 190.00
Skidmore-Wilhelm Bolt Tension Calibrator., per day	\$ 110.00
Ultrasonic Flaw Detector, per day	\$ 180.00

NOTE 1: (Travel time and mileage billed from Kennesaw)

Coring - Pavement or Concrete

Equipment Rental (generator & coring machine), per day	\$ 165.00
Diamond Bit Usage, per inch diameter, per lineal inch	\$ 2.00
Coring Technician, per hour	\$ 95.00

Special Field Test Equipment

Floor Flatness Test Equipment, per day	\$ 375.00
StructureScan Mini all-in-one high-resolution GPR, half day	\$ 1,000.00
<i>(Includes travel, operator, and report)</i>	
StructureScan Mini all-in-one high-resolution GPR, full day	\$ 2,000.00
<i>(Includes travel, operator, and report)</i>	
Windsor Probe, per shot	\$ 80.00
Schmidt Hammer, per day	\$ 110.00
Nuclear Density Gauge, per day	\$ 65.00
PQI, per day	\$ 65.00

NOTE: All special field test equipment requires an operator to be billed at the appropriate hourly rate.

NPDES SERVICES

Qualified NPDES Inspector (per hour)	\$ 85.00
Automatic Storm Water Sampler (per month)	\$ 275.00
Turbidity Analysis (each)	\$ 45.00

PROFESSIONAL CONSULTING SERVICES

Principal Engineer/Geologist, per hour	\$ 250.00
Senior Project Manager/Registered Professional, per hour	\$ 200.00
Project Manager/Registered Professional, per hour	\$ 175.00
Special Inspections Professional, per hour	\$ 190.00
Staff Professional, per hour	\$ 115.00
Engineering Aide, per hour	\$ 95.00
Floor Profiler, per hour	\$ 95.00
Administrative Assistant, per hour	\$ 75.00

Construction Materials Testing, Special Inspections, and NPDES Compliance Services Schedule of Fees

Dacula City Core

Dacula, Georgia

Geo-Hydro Proposal Number 241895.P1

LABORATORY TESTING SERVICES

Soil & Graded Aggregate Base Material

Proctor Compaction Tests

Standard (ASTM D-698)

Procedure A & B, each\$ 220.00

Procedure C, each\$ 250.00

Modified (ASTM D-1557)

Procedure A & B, each\$ 275.00

Procedure C, each\$ 300.00

Modified (GDT-49), each\$ 275.00

NOTE 1: For material requiring special preparation, add, each\$ 55.00

NOTE 2: For material requiring specific gravity test, add, each.....\$ 80.00

NOTE 3: Rush charge, add, each\$ 100.00

Atterberg Limits (ASTM D-4318), each\$ 110.00

Proctor Check Points (ASTM D-698), each\$ 55.00

Moisture Content (ASTM D-2216), each.....\$ 15.00

Soil-Cement/Cement Treated Base Mix Design Testing

Mix Design with up to Three Cement Amendment rates, each\$3,000.00

Proctor Compaction Tests (ASTM D558), each\$ 300.00

Soil-Cement Specimens, Compressive Strength, per specimen\$ 30.00

Concrete, Grout, Mortar, and Masonry

Cylinders*, Compressive Strength (ASTM C-39), per cylinder\$ 30.00
(price also applies to reserve cylinders)

Beams, Flexural Strength (ASTM C-78) (price also applies to reserve beams), each\$ 150.00

Cylinder Molds, per case\$ 135.00

Concrete Cores, Lab Preparation and Compressive Strength

Testing, (ASTM C-42), each\$ 85.00

Cube Specimens (2" x 2"), Lab Preparation and Compressive

Strength Testing (ASTM C-109), each.....\$ 35.00

Masonry Grout Compressive Strength, Lab Preparation

and Compressive Strength Testing, (ASTM C-1019), each\$ 35.00

Masonry Prisms, Lab Preparation and Compressive Strength

Testing, (ASTM C 1314), each.....\$ 220.00

Concrete Masonry Unit (CMU) Lab Preparation and

Compressive Strength Testing, (ASTM C 140), each\$ 220.00

Bituminous Materials

Bitumen Content & Gradation (ASTM D-2172; GDT-83), each.....\$ 385.00

Core Density and Thickness Determination, each.....\$ 40.00

For cores which require splitting add, each\$ 25.00

Theoretical Voidless Density Determination (AASHTO T-209), each\$ 165.00

Marshall Density Determination\$ 275.00

(for stability and flow, add \$45 per specimen)

Construction Materials Testing, Special Inspections, and
NPDES Compliance Services
Schedule of Fees

Dacula City Core
Dacula, Georgia
Geo-Hydro Proposal Number 241895.P1

MISCELLANEOUS

Mileage, per mile.....	\$0.70
Travel Expenses, Computer Services, Long Distance Telephone Calls, and Miscellaneous Expenses	Cost + 20%

- Hourly rates are portal to portal. All prices are quoted for services performed during a normal 8:00 a.m. to 5:00 p.m. work day (Monday through Friday). For services required outside of these hours (or on Saturday, Sundays and holidays), multiply unit rates by 1.5.
- A minimum charge of 4 hours will apply to all necessary weekend or holiday work
- Expert witness testimony will be billed at a multiplier of 2.0 times the appropriate unit rate for all time spent in preparation, depositions, court appearances, etc.
- Prices are valid for 90 days from date of schedule.
- Services other than those noted will be charged at cost plus 15%

CLIENT CONTRACT (Signature Page)

PROJECT NAME: Dacula City Core

PROJECT LOCATION: 431 Harbins Road, Dacula, Georgia

PROPOSAL NUMBER: 241895.P1 **DATE:** May 28, 2025

This document memorializes the contractual understanding and agreement by and between Geo-Hydro Engineers, Inc. (***Geo-Hydro***) and the party as identified and defined below as "***Client***." Its content, along with the content of: (i) Client Terms & Conditions of Service issued and approved by Geo-Hydro, (ii) that certain proposal document involving the Project Name and Project Location identified above and with a Proposal Number and Proposal Date as identified above (the "***Proposal***"), and (iii) that and/or certain statement of work/s (***SOW***), project document/s, instruction document/s, and/or task order/s (each a "***Project Doc***") as are accepted and approved in writing by Geo-Hydro, constitute and comprise the terms, conditions and rights of the contractual agreement ("***Contract***") by and between Geo-Hydro and Client for the service project with the Project Name, Project Location, Proposal Number and Proposal Date as identified above (the "***Project***"), such Project Doc/s being the unique Contract for the Project.

By signing below, each party, acknowledges and agrees to the incorporation and applicability of, and to be bound by, this document, the Client Terms & Conditions of Service document, the Proposal, and each applicable Project Doc as the Contract for the Project. The "***Signature Date***" of this document is: .

GEO-HYDRO ENGINEERS, INC.
("Geo-Hydro")

Signature of Authorized Geo-Hydro Agent

Agent Printed Name

Agent Title

Client Name ("Client")

Signature of Authorized Agent

Agent Printed Name

Agent Title

Client is to complete and provide following information:

Billing Entity Name _____

Individual to Receive Invoices _____

Email address _____ Phone No. _____

Street Address _____

City, State, Zip Code: _____

TERMS & CONDITIONS OF SERVICE

A. CONTRACT

The provisions of this Terms & Conditions of Service document are incorporated as a part of that Client Contract ("signature page") document as well as that certain proposal document as identified on the signature page (the "Proposal") and/or that or those certain statement of work/s (SOW), project document/s and/or task order/s (each as "Project Doc") executed, accepted, and approved by Geo-Hydro Engineers, Inc. (Geo-Hydro) for each Geo-Hydro client Project. This document and all Project Docs that reference a unique Geo-Hydro client Project constitute and comprise a separate contractual agreement ("Contract") by and between Geo-Hydro and the other party Client to a Client Contract (signature page) document and such Project Docs.

B. GEO-HYDRO SERVICES

In consideration of Client: (i) paying Geo-Hydro in full all amounts due, (ii) providing Geo-Hydro and its representatives with access and information as they require, and (iii) complying otherwise with the terms and conditions of the Contract, and subject to the qualifications and limitations otherwise stated in this Contract, Geo-Hydro shall use commercially reasonable efforts to provide to Client the services ("Services") and deliverables ("Deliverables") as expressly set forth in the Proposal and each other applicable Project Doc that is in a writing executed by Geo-Hydro and Client so as to become a part of this Contract. Except to the extent otherwise expressly written as a part of the Contract, Services and Deliverables shall be provided in accordance with, and to, the standards established and determined by Geo-Hydro "Standard of Care" and shall not be required to exceed normal industry standards and specifications for the locale of the associated Geo-Hydro project for Client per the Contract. Nothing in this Contract limits or prevents Geo-Hydro from providing the same or similar services and/or deliverables to others. Geo-Hydro does not assume any responsibilities, duties, or obligations of Client or any other entity or individual. Geo-Hydro's performance shall not be considered to reduce, eliminate, abridge, or abrogate, any responsibilities, duties, or obligations of any other party. Geo-Hydro is not responsible for the design or construction of the project or the failure of any party to perform in accordance with the plans and specifications for the Projects or any of Geo-Hydro's recommendations or instructions.

C. FREEDOM TO REPORT.

It is contemplated that, during the course of its engagement, Geo-Hydro may be required to report on the past or current performance of others engaged, or being considered for engagement, directly or indirectly by Client and to render opinions and advice in that regard. Those about whom reports and opinions are rendered may, as a consequence, threaten, initiate, and/or bring claims, including (without limitation) for libel, slander and/or defamation, against Geo-Hydro and its present or former principals, officers, shareholders, directors, agents, representatives, subcontractors, successors, insurers, and attorneys (the "Geo-Hydro Representatives"). To help create an atmosphere in which Geo-Hydro's personnel feel free to express themselves candidly, Client agrees: (1) to waive any claim against the Geo-Hydro Representatives, and (2) to defend, indemnify, and hold harmless Geo-Hydro Representatives from any threat or actual claim for injury, damage, breach, failure, liability, damage, fine, penalty, cost, expense, and/or loss (collectively such individually being a

"Claim" and collectively "Claims") arising from or related to the Contract, its subject matter, the Project, the content of the Reports, and/or the professional opinions rendered by Geo-Hydro Representatives. Client further agrees to compensate Geo-Hydro Representatives for any time spent, or expenses incurred, by Geo-Hydro Representatives in defense of any such Claim, with compensation to be paid in accordance with Geo-Hydro prevailing fee schedule and expense reimbursement policy. Client acknowledges that Client and/or Geo-Hydro may be required by local, state, and/or federal statute and/or regulations to report the discovery of conditions, occurrence of events, and/or existence of hazardous materials, and Client authorizes Geo-Hydro to do so as Geo-Hydro deems to be required or otherwise appropriate notwithstanding any confidentiality obligation or other restriction or limitation as may apply. Client waives any cause-of-action, claim, suit, or demand associated with Geo-Hydro's compliance with its duties to report as required by local, state, and/or federal laws and regulations, and Client shall defend, indemnify, and hold harmless Geo-Hydro Representatives for any failure on the part of Client or its representatives breach any duty or obligation to report as required by local, state, and/or federal laws and regulations and for any inaccuracy and/or omissions from reports filed that is attributable to the information, data, and access that Client made available to Geo-Hydro Representatives.

D. ACCESS, ENTRY & SAFETY

Client shall, among other things: (a) provide Geo-Hydro, and its representatives and equipment, with access to Client's properties, sites, facilities, equipment, and/or systems (collectives, "Sites") as may reasonably be required for the purposes of Geo-Hydro performing the Services and producing the Deliverables; (b) respond promptly to any Geo-Hydro request for information, materials and/or approvals, and timely obtain, provide and make available the same to Geo-Hydro and/or its designees, as Geo-Hydro requires to perform its obligations pursuant to this Contract. Additionally, Client agrees that in accordance with applicable laws, ordinances, and generally accepted construction practice, it will be solely and completely responsible for working conditions at, on and near Sites, which obligations includes (without limitation) compliance with OSHA regulations and safety otherwise of all persons and property. These requirements will apply continuously and are not limited to normal working hours. Any monitoring and/or reporting of procedures conducted by Geo-Hydro does not include review of the adequacy of the safety measures at, in, on, adjacent to, or near the Site.

(i) ENTRY.

As a result of Geo-Hydro, and its representatives and equipment, accessing, entering and/or performing Services at or on a Site, damage may occur. Geo-Hydro will use commercially reasonable efforts to endeavor to minimize damage to a Site; with Client acknowledging that the vary nature of the Services and Deliverable are expected to cause damages and agreeing that Geo-Hydro is not under any duty or responsibility whatsoever to restore the Site to its condition prior to performance of the Services or provision of the Deliverables. Unless otherwise expressly stated in a Project Doc, Geo-Hydro's scope of Service contains no provision for backfilling boreholes, test pits, or other exploration holes created to facilitate testing. Client further agrees to waive any Claim against Geo-Hydro Representatives, and to hold harmless, indemnify, and defend Geo-Hydro Representatives, for any Claim alleging injury or damage as a consequence of unfilled exploration holes on the Site or any other disturbance to natural conditions of or any improvements on the Site. Should any costs of restoration be determined to apply to Geo-Hydro, then the amount

deemed to be due shall be added to the compensation Client is to pay Geo-Hydro using such price and terms as determined by Geo-Hydro.

(ii) FIELD MONITORING AND TESTING.

Whenever Geo-Hydro's personnel make on-site observations of materials and/or services provided by the Client or a contractor engaged by Client (the "Contractor"), Client agrees that Geo-Hydro is not responsible for the Client's or Contractor's means, methods, techniques, sequences or procedures of construction. Client acknowledges and agrees that the field services provided by Geo-Hydro shall not relieve the Contractor of its responsibilities for performing the work in accordance with the plans and specifications. The words "monitoring," "supervision," "inspection," or "control" mean the periodic observation of the work and the conducting of tests by Geo-Hydro to verify substantial compliance with the plans, specifications, and design concepts for the Project. Continuous or full-time monitoring does not mean that Geo-Hydro personnel are observing placement of all materials or that Geo-Hydro assumes any responsibility or liability for placing or directing placement of materials and Client shall indemnify Geo-Hydro for Claims relating to, or arising from, the placing or directing of the placement of, materials.

E. PAYMENTS

Client agrees to pay Geo-Hydro in full all amounts due on or before their due date, including (without limitation) those due for any Service or Deliverable. Time is of the essence regarding such payment of Geo-Hydro. Client shall be responsible for all sales, use, and excise taxes, as well as any other similar taxes, duties, and charges of any kind, imposed by any federal, state, or local governmental entity on the Contract, Services, Deliverables and/or amounts payable by Client to Geo-Hydro hereunder. Client's obligation to pay Geo-Hydro is not dependent upon Client's ability to obtain financing or the receipt of any approval of any governmental, regulatory agency, zoning board or other party or upon Client's successful completion of the Project. Geo-Hydro reserves the right to submit progress invoices to Client on a bi-monthly, monthly or milestone basis and a final invoice upon completion of Geo-Hydro's work. Each invoice is due and payable to Geo-Hydro, by Client, immediately upon presentation. All amounts due to Geo-Hydro and not paid within thirty (30) days of invoice presentation shall bear interest at the rate of eighteen percent (18%) per annum (or the maximum permissible rate allowed by law if such is less than 18%) until paid in full.

In addition to the amounts otherwise due per this Contract, and the interest due for past due amounts, Client shall pay Geo-Hydro for all Costs (as defined below) relating to a Legal Matter (as defined below) involving Client and Geo-Hydro. "Costs" are all amounts Geo-Hydro incurs to enforce its rights or Client's obligations as well as to defend its rights and itself from Claims made by Client or third parties, including (without limitation) the cost to Geo-Hydro for legal counsel, third-party collection agencies, and time spent by Geo-Hydro employees. "Legal Matters" are all actions taken that involve a contractual, tortious, fiduciary, or statutory subject matter, including (without limitation) demand letters, securitization of debts, lawsuits, administrative filings, arbitration, mediation, and/or other forms of judicial or administrative recourse or dispute resolution proceeding.

F. REPRESENTATIONS, WARRANTIES & DISCLAIMER.

Each party represents and warrants to the other party that: (a) it has the full right, power, and authority to enter into the Contract, to grant the rights and licenses granted hereunder and to perform its obligations hereunder; and (b) when executed and delivered by such party, this Contract will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms. In the event that there is to be a some entity other than the Client that is to be billed by, and is to pay, Geo-Hydro (such other party being the "Billing Entity"), Client represents, warrants and covenants that: (i) it has a legally binding, express commitment in writing from such Billing Entity to accept and pay (as and when due) all amounts owed Geo-Hydro per the Contracts, and (ii) it guarantees the payment obligations of the Billing Entity and will immediately pay whatever amounts not fully paid to Geo-Hydro by the Billing Entity as due upon being given notice by Geo-Hydro that it has not received payment in full from the Billing Entity for the amounts due but not paid by the Billing Entity. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GEO-HYDRO: (1) DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE EXISTING WITH REGARD TO THIS CONTRACT OR ITS SUBJECT MATTER, AND (2) MAKES NO WARRANTIES, GUARANTEES, OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, UNDER THIS CONTRACT AND WITH RESPECT TO GEO-HYDRO'S ACTIONS, OMISSIONS, REPORTS, FINDINGS, OPINIONS, COMMUNICATIONS, DELIVERABLES, AND/OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND/OR FITNESS FOR A PARTICULAR PURPOSE.

G. EXISTING CONDITIONS.

Client agrees that subsurface explorations and geotechnical or environmental engineering evaluations are subject to naturally occurring and/or man-made soil and other conditions which cannot always be discovered or anticipated and that a potential exists for such phenomena to impact the Project in ways for which Geo-Hydro cannot be responsible. Client shall disclose, at least 7 days before any scheduled inspections by Geo-Hydro, the presence and location of all known man-made or naturally occurring objects which could be affected by or affect field tests or borings to be performed by Geo-Hydro.

Client acknowledges and agrees that Geo-Hydro has neither created nor contributed to the creation or existence of any irritant, pollutant, or hazardous, radioactive, toxic, otherwise dangerous or harmful substance that may exist at the site, or dangerous conditions resulting therefrom. Client further acknowledges that Geo-Hydro's sole role is to provide a service intended to benefit Client and that Geo-Hydro is performing no function at or association with the site that would classify Geo-Hydro as a generator, disposer, treater, storer, coordinator, handler, or transporter of hazardous materials.

(i) SURVEYING, SAMPLING & TESTING.

Unless otherwise stated, the fees in this proposal do not include costs associated with surveying of the site for the accurate horizontal and vertical locations of tests. Field tests described in a report or shown on sketches are based upon information furnished by others or estimates made in the field by Geo-Hydro's representatives. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated. Geo-Hydro may employ sampling procedures during the course of the Project, with Client acknowledging that such procedures indicate actual conditions only at the precise locations and elevations from which samples were

taken. Client further acknowledges that, in accordance with the generally accepted construction practice, Geo-Hydro shall make certain inferences based on the results of sampling and any related testing to form its opinion of conditions in areas beyond those from which samples were taken. Client acknowledges that despite proper implementation of sampling and testing procedures, and despite proper interpretation of their results, Geo-Hydro cannot, and does not, guarantee the existence or absence of conditions which it may infer to exist.

(ii) **CONDITIONS & HAZARDOUS SUBSTANCES.**

Client agrees to advise Geo-Hydro, in writing, of any hazardous substances on or near the site prior to Geo-Hydro coming onto the site; provided, however, if the hazardous conditions arise after Geo-Hydro is engaged, then such notice shall be within 24 hours after Client learns about the presence of such hazardous substances. In the event that test samples obtained contain substances hazardous to health, safety, or the environment, these samples shall remain the property of the Client. Likewise, any equipment which becomes contaminated and cannot be reasonably decontaminated shall become the property and responsibility of Client. Such samples or equipment will be delivered to Client. Client agrees to pay transportation costs for samples and equipment and the fair market value of such contaminated equipment upon request. Exploratory activities may expose soil and/or ground water considered to be hazardous by local and/or state and/or federal agencies. Geo-Hydro agrees to contain such materials in a manner approved by Geo-Hydro both during and at the completion of Geo-Hydro's field activities. Client understands and agrees that Client, and not Geo-Hydro, is responsible for the storage or disposal of hazardous materials or suspected hazardous materials brought to the surface during Geo-Hydro's exploratory activities.

(iii) **DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS.**

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Client also agrees that the discovery of unanticipated hazardous materials could make it necessary for Geo-Hydro to take immediate measures to protect human health, safety, or the environment. Geo-Hydro agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client encourages Geo-Hydro to take any and all measures that in Geo-Hydro's professional opinion are justified to preserve and protect the health and safety of Geo-Hydro's personnel, and Client agrees to compensate Geo-Hydro for the additional cost of such work. In addition, Client waives any Claim against Geo-Hydro, and agrees to indemnify, defend, and hold Geo-Hydro harmless from any Claim arising from Geo-Hydro's encountering of unanticipated hazardous materials or suspected hazardous materials. Client acknowledges that discovery of hazardous materials or suspected hazardous materials may lead to a temporary or permanent diminution of property value, and/or may cause delays in or otherwise affect completion of the real estate transaction Client now contemplates.

II. AQUIFER CONTAMINATION.

Subsurface sampling may result in unavoidable contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading hazardous materials off-site. Because nothing can be done to eliminate the risk of such an occurrence, and when subsurface sampling is a part of the work which Geo-Hydro will perform on Client's behalf, Client hereby waives any Claim against Geo-Hydro, its officers, employees, subcontractors and other representatives ("*Geo-Hydro Indemnitees*"), and agrees to defend, indemnify and hold Geo-Hydro Indemnitees harmless from any Claim that may arise as a result of alleged cross-contamination caused by sampling. Client further agrees to compensate Geo-Hydro for any time spent or expenses incurred by Geo-Hydro in defense of such Claim, including, but not limited to, any attorneys' fees and expenses incurred by Geo-Hydro, in accordance with Geo-Hydro's prevailing fee schedule and expense reimbursement policy.

I. SAMPLES, DATA AND RECORDS.

Geo-Hydro shall be the sole owner of any and all data gathered by Geo-Hydro or its representative or reports prepared by Geo-Hydro. No entity or individual, other than Geo-Hydro, its representatives, or Client, may use or rely upon any data collected by Geo-Hydro or reports prepared by Geo-Hydro. Except as expressly set forth in this Contract, Geo-Hydro and Client do not intend the benefits of this Contract, including, but not limited to, the samples, data, and records created by Geo-Hydro, to inure to any third party, and nothing contained herein shall be construed as creating any right, claim or cause of action in favor of any such third party, against either Geo-Hydro or Client.

Routine test specimens will be discarded immediately upon completion of tests. Geo-Hydro shall retain drilling samples of soil or rock for a period of ninety (90) days following submission of Geo-Hydro's report to Client. If Client requests a longer period of storage, Geo-Hydro will retain test specimens or drilling samples for an agreed upon time period and fee. Records relating to services hereunder shall be maintained by Geo-Hydro for at least three (3) years following completion of Geo-Hydro's services.

J. TERMINATION.

Either party may terminate this Contract, or any Project Doc, either: (i) for convenience upon thirty (30) days prior written notice to the other party, or (ii) for cause upon the failure of the other party to cure any material breach of this Contract by it within fifteen (15) days of receiving notice of said breach. Additionally, Geo-Hydro may suspend Services, stop Deliverables, and is to have its obligations per the Contract and each applicable Project Doc deferred and adjusted as such are impacted by the suspension and stop, without liability or consequence to Client or any third party in the event that Client fails to cure any breach of this Contract within three (3) days of knowing of such breach.

Upon termination, (1) all Project Docs for the Contract also terminate, (2) Client shall immediately pay Geo-Hydro in full for all amounts due or are to come due as a result of termination, and (3) Geo-Hydro's obligation to perform further Services or complete and provide Deliverables under this Contract end immediately.

Notwithstanding, in the event that Client requests termination and such request is prior to the completion of Geo-Hydro's work, Geo-Hydro reserves the right to complete such analysis and records as are necessary to place Geo-Hydro's files in order and to complete a report on the work performed to date, with Client to pay Geo-Hydro for such additional work Geo-Hydro's then-current hourly rates. Additionally,

Client acknowledges and agrees that the amount of damages that Geo-Hydro will sustain in the event Client terminates this Contract prior to Geo-Hydro's completion of its work required by the proposal and this Contract will be uncertain or difficult to ascertain. As such, Client agrees that in the event Client terminates this Contract prior to Geo-Hydro's completion of the work required by the proposal and this Contract, Client shall be liable to Geo-Hydro for liquidated damages in the amount equal to thirty-five percent (35%) of all charges incurred as of the date of Client's termination of the Contract (the "*Liquidated Damages*"). Client acknowledges and agrees that the foregoing Liquidated Damages do not represent a penalty, but rather, represent a good faith pre-estimation by the parties of the damages that would be incurred by Geo-Hydro.

K. INSURANCE.

Upon notice from a party to this Contract to the other party, the receiving Party will furnish, or have on file with the other party, Certificates of Insurance indicating the applicable insurance coverage and limits as may have in place that pertain to the Contract, its subject matter, and/or the Project.

Should Client and/or other entities require to be provided additional insured status on Geo-Hydro's General Liability Insurance, Auto Liability Insurance, and/or Umbrella/Excess insurance, those entities must be listed below at the time of signing of the contract:

Additional Insured Entities:

L. INDEMNIFICATION.

Client shall indemnify and hold harmless Geo-Hydro and its officers, directors, agents, and employees from any and all Claims, including, but not limited to, Geo-Hydro's attorneys' fees and costs, resulting from, relating to, or arising out of the following: (i) subsurface conditions, damage to subsurface structures, whether owned by Client or any third party, the presence or location of which were not revealed to Geo-Hydro by Client in writing at least 7 days prior to the commencement of Geo-Hydro's performance; (ii) any alleged cross-contamination caused by Geo-Hydro's sampling; (iii) unanticipated hazardous materials discovered during the course of Geo-Hydro's work; (iv) ~~any damage to Geo-Hydro's equipment or personnel as a result of actions engaged in by the Contractor.~~

M. CONFIDENTIALITY.

All non-public, confidential or proprietary information of either party ("*Confidential Information*"), including, but not limited to, information about such party's business affairs, products, services, methodologies, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, disclosed by one party (the "*Disclosing Party*") to the other party (the "*Receiving Party*"), whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, or otherwise learned by the Receiving Party in connection with this Contract is confidential, solely for use in performing this Contract and may not be disclosed or copied unless authorized by the Disclosing Party in writing. The Receiving Party shall protect and safeguard the confidentiality of the Disclosing Party's Confidential

Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care. Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of the Receiving Party's breach of this Contract; (b) is obtained by the Receiving Party on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; (c) the Receiving Party establishes by documentary evidence, was in its possession prior to the Disclosing Party's disclosure hereunder; or (d) was or is independently developed by the Receiving Party without using any of the Disclosing Party's Confidential Information. Additionally, the obligations and restrictions applicable to Confidential Information hereunder shall not apply in such instances where disclosure or use is required under applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction, which includes (without limitation) the use and disclosure of Confidential Information to provide notices required by law, regulation or ordinance or when complying with an order to provide information or data when such order is issued by a court, administrative agency, arbitrator, or other legitimate authority, or if disclosure is reasonably necessary for Geo-Hydro to defend itself from any legal action or claim. Either party may issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Contract, or otherwise use the other party's trademarks, service marks, trade names, logos, symbols, or brand names, in each case, without the prior written consent of (or any accounting to) the other party. When referencing this arrangements and subject matters of the Contract.

The Receiving Party shall be responsible for any breach of this Section caused by any of its employees, contractors, agents, or representatives. On the expiration or termination of the Contract, and at any time during or after the term of this Contract at the Disclosing Party's written request, the Receiving Party shall promptly return to the Disclosing Party all originals and copies, whether in written, digital or other form, the Disclosing Party's Confidential Information; provided, however, a Receiving Party may retain a copy of the Disclosing Party's Confidential Information (and non-confidential information and materials) to the extent, and it may require, to comply with applicable law, regulation, ordinance or order and to perform its obligations and assert its rights as may arise from or relate to this Contract and its subject matter. Each party's obligations under this Section survive termination or expiration of this Contract.

N. NO THIRD PARTY BENEFICIARIES.

This Contract is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person, which includes (without limitation) the Billing Entity, any legal or equitable right, benefit, or remedy of any nature whatsoever, under, or by reason of, this Contract. In the event that any third party, including (without limitation) the Billing Entity, makes any Claim against Geo-Hydro Indemnitees, Client shall defend, indemnify and hold harmless each of the Geo-Hydro Indemnitees with regard to such Claims, including, but not limited to, Geo-Hydro's attorneys' fees and costs involving the Claims.

O. GOVERNING LAW; VENUE.

This Contract is to be governed by, and construed according to, the laws of the state in the USA where the Geo-Hydro project is located for which the services and deliverables are to be performed and provided, without reference to its conflicts-of-law rules of such state. Venue for any legal actions, claims, and/or disputes arising from the Contract or its subject matter, shall be in the state and superior courts

Gainett
of Cobb County, Georgia and the Federal Courts for the
Northern District of Georgia, Atlanta division. BT

Should a dispute arise,

(1) Geo-Hydro may elect to suspend its performance of this Contract without liability or consequence pending final resolution of any request for relief, cure, claim, appeal, modification, dispute, or action arising from this Contract, with all dates and deadlines per the Contract being tolled for the period that the Contract is suspended plus such number of additional days as Geo-Hydro determines it will reasonably require as a result of the suspension.

(2) Either party may request that each party have an authorized representative(s) conference or meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Within three (3) days prior to such conference or meeting between the representatives, the parties will exchange relevant information that will assist the parties to discuss resolving their dispute.

(3) If within fifteen (15) days, or such other period as both parties expressly agree upon in writing, after the meeting of authorized representatives the parties have not resolved the dispute on terms satisfactory to both parties, the parties shall submit within thirty (30) days of such period expiring the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to its Construction Industry Mediation Rules, with such rules to govern the mediation. Venue for such mediation shall be in Cobb County, GA at the law offices of Geo-Hydro.

(4) In the event that the parties do not resolve the dispute at mediation and such resolution is not memorialized in a writing executed by both parties, then either party may initiate litigation with regard to the dispute in the Contract's designated Venue

P. SEVERANCE; SURVIVAL.

If any provision of this Contract is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any party hereto under this Contract will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Contract will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Contract will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance here from and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Contract a legal, valid, and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible.

Q. NOTICES.

All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the signature page of this Contract (or to such other address that may be designated by the receiving party from time to time in accordance with this Section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission)

or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Contract, a Notice is effective only (a) upon receipt by the receiving party; and (b) if the party giving the Notice has complied with the requirements of this Section.

R. FORCE MAJEURE.

Except for any obligations to make payments to the other party hereunder, no party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract, when and to the extent such failure or delay is caused by, or results from, events outside of the party's reasonable control ("*Force Majeure Events*"), including but not limited to: (a) acts of God; (b) flood, rain, water, fire, smoke, earthquake, hurricane, storm, wind, tornado or some form of other natural event or disaster; (c) war, invasion, explosions, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Contract; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) epidemic, pandemic or other form of healthcare concern or hazardous condition; and (i) shortage of adequate power or transportation facilities. The affected party shall resume performance under this Contract as soon as reasonably practicable after the Force Majeure Event has been resolved or terminated.

S. INTELLECTUAL PROPERTY.

All reports, documents and other materials prepared or furnished by Geo-Hydro pursuant to the Contract are instruments of Geo-Hydro's Services, with Geo-Hydro exclusively retaining ownership and all property interest therein as well as exclusive ownership in, under and to all Intellectual Property Rights in the same as well as in all data, know-how, methodologies, software, and other materials provided by or used by Geo-Hydro in performing the Services and developed or acquired by the Geo-Hydro prior to, as a result of, or after the Contract (collectively, "*Geo-Hydro Materials*"). Upon payment in full for the Services rendered and Deliverables prepared or provided, Geo-Hydro grants Client a limited, revocable, non-transferable, non-sublicensable, non-exclusive license to use, display, reproduce, such Geo-Hydro Materials to the extent incorporated in, or otherwise necessary for, the use of the Deliverables for their intended purpose with the Project. All other rights in and to the Geo-Hydro Materials are expressly reserved by Geo-Hydro. For the purposes of this Contract, "*Intellectual property Rights*" mean any and all rights in, to and under copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names and domain names and other forms of intellectual property rights, together with all of the goodwill associated therewith, derivative works and all other rights. Reuse, misuse, unintended use, distribution or modification of any such Geo-Hydro Materials by Client, without Geo-Hydro's express, prior, written permission, is at Client's sole risk, with Client to indemnify, defend and hold harmless the Geo-Hydro Indemnities from all Claims, including (without limitation) attorneys' fees and legal costs, arising out of such reuse, misuses, unintended use, distribution or modification by Client or by others acting through Client.

T. LIMITATION & EXCLUSIONS OF LIABILITY.

GEO-HYDRO SERVICES AND DELIVERABLES PER THE CONTRACT ARE EXCLUSIVELY PROVIDED ONLY TO, AND FOR THE BENEFIT OF, CLIENT AND MAY NOT BE RELIED UPON, OR ENFORCED BY, ANY OTHER PARTY. GEO-HYDRO SHALL NOT BE LIABLE TO CLIENT, OR ANY OTHER PARTY,

FOR ANY INJURIES OR DAMAGES THAT MAY OCCUR FOR GEO-HYDRO'S NOT PERFORMING SERVICES THAT WERE NOT EXPRESSLY INCLUDED IN THE PROPOSAL OR PROJECT DOCS PARTICULAR TO THE CONTRACT. EXCEPT FOR OBLIGATIONS TO MAKE PAYMENT, INDEMNIFICATION OBLIGATIONS, AND/OR LIABILITY FOR BREACH OF CONFIDENTIALITY, IN NO EVENT WILL GEO-HYDRO BE LIABLE TO THE CLIENT FOR: (A) ANY LOSS OF USE, DATA, REVENUE, OR PROFIT OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) DIRECT DAMAGES OF MORE THAN THE GREATER OF: (I) AN AGGREGATE OF \$50,000.00, AND (II) THE AMOUNT OF THE TOTAL FEE PAID TO GEO-HYDRO IN THE SIX (6) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

U. INDEPENDENT CONTRACTORS.

The parties are independent contractors, and nothing contained in this Contract shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between them. Neither party shall be authorized to contract for or bind the other party in any manner whatsoever.

V. SIGNATURES.

By having executed the signature page associated with this document, or by having executed any Project Doc that expressly references and incorporates this document as part of a Contract, this document, and the Proposal and any applicable written, executed Project Docs that reference this document, constitutes the entire, and fully integrated, Contract by and between Client and Geo-Hydro regarding its subject matter, and it supersedes all other prior and contemporaneous negotiations, representations, arrangements, agreements, and understandings, whether written or oral with regard to such subject matter except to the extent otherwise expressly noted in this Contract. This Contract may not be modified, altered, or amended except in a subsequent written instrument executed by each of the parties which refers to this Contract and specifies the amendment made. No waiver of any breach of this Contract shall be deemed or considered a waiver of any other or subsequent breach. Paragraph headings are used to facilitate reference to the various provisions and do not affect the meaning or construction of any provision. This Contract binds, and the benefits hereunder inure to, the respective parties, their legal representatives, executors, administrators, successors, and assigns. The parties hereto have executed this Contract as of the dates shown below, and it may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute together one and the same document.