



September 11, 2026

Mr. Jeff Klebowski
Legacy Water Group, LLC.
10130 Bob Williams Parkway
Covington, GA 30014

**RE: Proposal for Effingham County Water Supply
Raw Water Line - CMT Services
Effingham County, Georgia
GMC Proposal Number GP-26-372C**

Dear Mr. Klebowski,

Goodwyn Mills Cawood, LLC (Geotechnical and Construction Services Division) is pleased to provide this proposal to provide Construction Materials Testing and Observations Services for the project referenced above. This proposal discusses the proposed scope of services to be provided by Goodwyn Mills Cawood (GMC) and Schedule of Fees that would be used on the project.

PROJECT INFORMATION

We understand that the project will involve the development of a new water treatment plant (WTP) and approximately 28 miles of raw water transmission line. The installation of the water line will include excavation and backfill and will cross some roadways, therefore requiring the replacement of the base and pavement materials. There will also be 6 HDD jack and bore locations that will require excavation and backfilling when complete. We have based this proposal on a 17-month construction schedule.

PROPOSED SCOPE OF SERVICES

Our cost estimate and scope of work are based on a review of the drawings provided, the specifications, the preliminary schedule provided, and our experience working on projects of similar size and construction. We anticipate our services will be associated with the following:

- Site Preparation and Grading/Backfilling
- Pavements

Our anticipated scope of work is further detailed below. In addition to the standard services outlined herein, we also have the in-house capability to provide additional services should the situation call for such efforts.

Site Preparation and Grading/Backfilling

- Provide a qualified field technician or engineer to observe proof rolling operations prior to and during fill operations.
- Perform soil density testing of utility backfill to verify compaction.
- Perform laboratory testing of proposed fill soils to determine their suitability, soil properties, and moisture content versus dry density relationship (Proctor test).



Pavement Subgrade and Aggregate Base Course Testing

- Perform laboratory compaction tests of base materials to determine their moisture content versus dry density relationship and grain size analysis.
- Perform field density testing of base materials as required by project plans and specifications.
- Sample and test plastic concrete to include mix temperature, slump tests, air content, and unit weight (when applicable) when cylinders are made.

Asphalt Quality Control

- Review Job Mix Formula data for proposed bituminous pavement materials.

UNDERSTANDING CONSTRUCTION MATERIALS TESTING

Construction Materials Testing (CMT) services are performed to help provide the project's contractors, designers, owners, and local code officials some indication of the level of compliance obtained by the installing contractors with the project specifications. These services require either continuous or periodic observations which typically are defined by the project specifications and/or building code. Test locations for most materials, i.e., soils and concrete are generally based upon random selection as such not all materials incorporated into a construction project are tested or observed.

Obviously the greater the testing frequency, the greater the confidence level that the test results are representative of other untested areas, however, no amount of testing can assure 100% compliance. Testing and observation services provided by GMC do not relieve the installing contractors from their obligation to install all materials in accordance with the applicable project plans and specifications. GMC makes reasonable effort to test in accordance with the applicable project requirements and to identify areas of materials that may not comply with the project specifications. However, due to the periodic and random nature of our testing, we cannot guarantee that all materials have been installed in accordance with the specifications.

The responsibility to correct or remediate non-complying conditions, even non-complying conditions discovered after testing or during subsequent phases of construction remains solely with the installing contractors. It is understood that our firm will not be responsible for job or site safety on this project. Job site safety will be the sole responsibility of others.

COMMUNICATION / SCHEDULE

Daily reports of all inspection and test results will be submitted to the designated parties specified by you and the project specifications. Electronic PDF reports will be submitted to you stating whether the work requiring testing/inspection was, to the best of the technician/inspector's knowledge, in conformance with the approved plans and specifications.

We anticipate our services will be needed on both a full-time and part-time basis unless the Contractor's schedule and level of testing and inspection dictate otherwise. The appropriate contractor or owner representative should contact our office to provide the appropriate level of staffing to meet the project requirements. All scheduling requests must be made 24 hours in advance so that the proper personnel may be scheduled for the required inspection tasks.



ESTIMATED FEE

We will invoice monthly on a unit-rate basis for the portion of work completed per the unit fees shown in the attached Schedule of Fees. Our estimated number of tests and site visits has been derived from our review of the preliminary construction schedule and our experience working on projects of similar construction and size. We anticipate the our services will be needed on both a full time and part time basis, and multiple personnel may be required on site to perform overlapping services. A detailed breakdown of our estimated man hours is attached.

Based on this scope, our anticipated budget for construction materials testing services is approximately \$273,000. The man hour and fee breakdown by year is shown below:

		2026			2027			2028			PM	OT	LAB	ADMIN	
		hours	rate*	cost	hours	rate*	cost	hours	rate*	cost	Cost	12.0%	10.0%	3.0%	5.0%
2568	Hours	424	\$75	\$31,800	1832	\$79	\$144,270	312	\$83	\$25,799	\$201,869	\$24,224	\$20,187	\$6,056	\$10,093
326	Trips	53	\$25	\$1,325	234	\$25	\$5,850	39	\$25	\$975	\$8,150	\$978	\$815	\$245	\$408
															\$273,024

Please refer to the attached Budget Estimate Breakdown for the testing and inspection breakdown based on the preliminary schedule provided. Our services and costs depend heavily on the contractors' schedules and weather. GMC requests that we be allowed to modify the final costs should our estimate be exceeded during construction due to factors beyond our control, such as weather or the contractor's schedule.

COMPENSATION

The above-mentioned materials testing scope of services will be invoiced monthly on a unit rate basis for the portion of work completed per the unit fees shown on the attached Schedule of Fees. GMC reserves the right to charge for engineering and technical personnel for the time spent on site, engineering analysis and preparation of reports. For scheduling requests received without sufficient notice, services will be staffed with available personnel at the associated unit rates. A minimum charge of 4 hours applies for field testing services and 8 hours for on-site technician time greater than 6 hours. There will be a \$150 charge for last-minute, same day cancellations. A rate escalation of 5% per year has been factored into our cost estimate.

AUTHORIZATION

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

* * * *



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

Sincerely,

Goodwyn Mills Cawood, LLC

Ryan C. Wakeford, PE
Regional Geotechnical Lead

Kevin W. Wales, PE
Executive Vice President

Garrett M. Owen, PE
Regional Geotechnical Lead

Attachments: Budget Estimate Breakdown
 Schedule of Fees
 General Conditions

Authorized By: _____

Date: _____



Schedule of Fees

<u>Laboratory Testing</u>	Rate
Standard Proctor, ASTM D698/AASHTO T99, per test	\$150.00
Modified Proctor, ASTM D1557/AASHTO T180, per test	\$190.00
Atterberg Limits Testing, ASTM D4318, per test	\$110.00
Grain Size Analysis (without Hydrometer), ASTM D422/AASHTO T88, per test	\$110.00
Percent Finer than No. 200 Sieve, ASTM D1140, per test	\$90.00
Moisture Content, ASTM D2216, per test	\$20.00
California Bearing Ratio, ASTM D1883/AASHTO T93 (2 points, does not include Proctor), per test	\$450.00
Sample Preparation or Remolding, per sample	\$85.00
Compressive Strength Testing of Concrete Cylinder, each	\$18.00
Compressive Strength Testing of Masonry Grout Prism, each	\$25.00
Compressive Strength Testing of 2 x 2 Cubes, each	\$25.00
<u>Personnel</u>	
Geotechnical Professional, per hour	\$175.00
Project Manager, per hour	\$195.00
Senior Engineer, P.E., per hour	\$250.00
Special Inspector, per hour	\$135.00
Laboratory Technician, per hour	\$85.00
Senior Engineering Technician, per hour*	\$95.00
Engineering Technician, per hour*	\$75.00
Structural Steel Inspector, CWI, per hour*	\$165.00
Word Processing, per hour*	\$75.00
<u>Other</u>	
Minimum daily vehicle trip charge, per day	\$25.00
Mileage, company truck or personal vehicle, per mile	\$0.70
Per diem, per man, per day	\$225.00
Floor Profiler, per day	\$450.00
Dual-Mass Dynamic Cone Penetrometer Charge, per day	\$130.00
Subcontractor mark-up, job related	Cost+15%
*Overtime Premium (in excess of 8 hours/day or on weekends and holidays)	
Monday - Friday and Saturday	Hourly rate x 1.5
Technician Overtime Premium (for work on Holidays and Sunday)	Hourly rate x 2.0

Notes:

- Charges for engineering and technical personnel will be made for time spent in the field, engineering analysis, and preparation of reports. For scheduling requests received without sufficient notice, services will be staffed with available personnel at the associated unit rates.
- A minimum charge of 4 hours applies for field testing services and 8 hours for on-site technician time greater than 6 hours. A minimum charge of 3 hours per visit applies to sample pick-up services. There will be a \$150 charge for last-minute, same-day cancellations.
- A rate escalation of 5% per year will begin on January 1, 2027.



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

1. **PARTIES AND SCOPE OF WORK:** Goodwyn Mills Cawood, LLC shall include said company or its particular division, subsidiary or affiliate performing the work (hereinafter referred to as "GMC"). "Work" means the specific geotechnical, analytical, testing or other service to be performed by GMC as set forth in GMC's proposal and these General Conditions (collectively the "Agreement"). 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 and referred to in GMC's proposal. If Client is ordering the work on behalf of another party, 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 (on behalf of itself or other party) are adequate and sufficient for Client's (or Client's 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. Client ordering 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 and supersede the terms of any document separately issued by Client. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against 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 right to a legal claim against GMC because of this Agreement or the performance or nonperformance of services hereunder.

2. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials, and work performed by others to be timely and properly performed in accordance with the plans, specifications, 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 any 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 negligent 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 will be accomplished in a timely 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 work, 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 site 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 and mutual agreement, GMC will perform such additional work as is necessary to do so and Client will pay 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 subsurface 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 such subsurface hazards, Client agrees to defend, indemnify and save GMC harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees, resulting from personal injury, death or property damage related to GMC's performance of its work and contact with subsurface or latent objects, materials, structures, lines or conduits where the actual or suspected presence and location thereof were not revealed to GMC by Client.

6. **HAZARDOUS MATERIALS:** The scope of GMC's work does not include responsibility for detection, identification, or assessment of hazardous materials. Nothing in 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 under the Resource Conservation and Recovery Act or otherwise impose responsibility on GMC for the discovery, handling, treatment, storage or disposal of hazardous materials or pollutants under any federal, state, or local law.

7. **RESPONSIBILITY:** GMC's work does 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 site conditions concerning health, safety, or welfare. GMC's conduct shall not excuse any contractor, subcontractor, vendor, or other party 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 of immediately upon completion of the test. All drilling samples or specimens will be disposed of sixty (60) days after delivery of GMC's report, unless a contrary written request has been submitted by the Client and agreed to by GMC.

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 one percent (1.0%) per month (or the maximum interest rate permitted under applicable law, if less), until paid. Client agrees to pay GMC's cost of collection of all amounts due and unpaid sixty (60) days after receipt of invoice, 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 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 and its officers, agents or employees, from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time, related to the work.

10. LIMITATION OF LIABILITY: GMC's work will be performed in accordance with this Agreement. In performing its professional services, GMC will use that degree of care and skill ordinarily exercised by members of the same profession, providing the same or similar services, under the same or similar circumstances, at the same time and in the same location. Conclusions or interpretations 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 officers, agents or employees be found to have been deficient in the performance of their work, under theory of tort, breach of contract, or any other cause of action, Client and all parties claiming to have in any way relied upon or been damaged by 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 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, in tort, contract, or any other legal theory, arising from or related to GMC's work under this Agreement, may be brought against GMC, 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 reasonable costs and expenses, including reasonable attorney's fees, to the extent caused by GMC's negligence in performance of its work hereunder. Client likewise agrees to indemnify and hold GMC harmless from and against reasonable costs and expenses, including reasonable attorney's fees, to the extent caused by Client's negligence related to the project or this Agreement. 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 fees, witness fees, and court costs, to the extent that GMC shall prevail in such dispute.

12. TERMINATION: This Agreement may be terminated by either party, with or without cause, upon at least ten (10) days' prior written notice. If termination is intended to be for cause, the written notice shall state the alleged breach of this Agreement in detail and election to terminate for cause, and this Agreement shall not terminate if the breach is cured within the notice period. In the event of termination, Client shall compensate GMC for all work performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to wind down GMC's work on the project.

13. WITNESS FEES: GMC's employees shall not be retained or compelled to serve 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 regarding the project.

14. GOVERNING LAW; VENUE and DISPUTE RESOLUTION; SEVERABILITY: The validity, interpretation, and performance of this Agreement shall be governed by the law of the State in which the project is located. The venue for any litigation between the parties related to or which may arise under this Agreement shall be the state or federal judicial district in which the project site is located. In the event of a legal dispute between the parties, the parties shall attempt to resolve such dispute through mediation, prior to and as a condition precedent to filing litigation or other legal action against the other party. The parties shall split mediator fees equally. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Terms which by their nature are intended to survive termination of this Agreement shall survive termination of this Agreement.

15. SAFETY: Should GMC provide periodic observations or monitoring services at the job site during construction, the Contractor will be and shall remain solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of all construction-related work, and compliance with OSHA and any other safety laws and regulations. Any monitoring of the Contractor's work or procedures conducted by GMC is not intended to include review of the adequacy of the Contractor's safety measures related to the project or the construction site; such duties are not within GMC's scope of work.

16. SITE EVENTS: If site observations or monitoring services 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 be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction, and it is understood that field services provided by GMC will not relieve the Contractor of its responsibilities for performing the work in accordance with the plans and specifications. If the words "supervision", "inspection", or similar terms are used, they refer to periodic observation of the work and the conducting of tests by GMC, within GMC's geotechnical or construction materials testing scope of work, seeking to measure substantial compliance with the plans, specifications, and design concepts. Continuous "inspection" by GMC 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 regarding the subject matter hereof, and there are no representations, warranties or understandings made other than as set forth herein. This Agreement may be amended or modified only in writing, signed by each of the parties hereto.

(End of Geotechnical & Construction Materials Testing Services General Conditions)

Effingham Raw Water Line

[illegible]