



## Proposal for Professional Services

### Goodwyn Mills Cawood

2039 Main Street  
P.O. Box 1127  
Daphne, AL 36526  
  
T (251) 626-2626  
F (251) 626-6934  
  
www.gmcnetwork.com

August 28, 2024

Mr Mike Thompson  
City of Foley  
407 E Laurel Ave  
Foley, AL 36535

**RE: Potential Industrial Park  
Proposal for Preliminary Engineering Services**

Dear Mr. Thompson:

Goodwyn Mills Cawood, LLC (GMC) appreciates the opportunity to submit a proposal for professional services for the above referenced project. This proposal will define the general scope of the work and our proposed services, along with the compensation structure. The proposed site contains five (5) parcels for a total of approximately 120 acres and is located at the intersection of Foley Beach Express and Baldwin Beach Express..

### Scope of Services

GMC will provide planning, surveying, engineering, environmental, and geotechnical services in accord with the below scope of services. GMC will prepare and submit to the City of Foley required documentation to assist with the submittal of a SEEDS application.

### GMC will provide the following services:

- 1. Land Surveying** (See Full Services Description in Attachment)
  - a. Alabama Standards of Practice Boundary Survey – **\$ 9,500 LS**  
The survey will show the location of visible improvements and above ground utilities within 100' of property lines in the right-of-way. The survey will show flood zones.
  - b. Topographic Survey with one-foot (1') contours **\$ 25,600 LS**
- 2. Environmental** (See Full Services Description in Attachment)
  - a. Wetlands/Waters of the US Delineation and summary report **\$ 2,195 LS**
  - b. Threatened and Endangered Species Review **\$ 750 LS**
  - c. Preliminary Cultural Resources Assessment **\$ 2,500 LS**
  - d. Phase 1 Environmental Assessment **\$ 4,000 LS**
- 3. Preliminary Geotechnical** **\$ 11,800 LS**  
(See Full Services Description in Attachment)
  - a. Approximately 8 bore sites and soil classification
  - b. Provide Summary report



## Other tasks GMC will perform for the Client:

### 1. Land Planning

\$ 15,000 LS

- a. GMC will prepare a preliminary Master Plan showing potential lots, circulation, and conceptual detention.
- b. GMC will prepare a mass grading plan to understand the amount of earthwork required and possible location for storm water management.
- c. GMC will prepare a master utility plan for the site.
- d. GMC will provide preliminary cost estimates for development
- e. GMC will submit the required documents to the City of Foley to submit to ADECA for potential grants

GMC is delighted to present this proposal for your review and comment, and we look forward to working with you throughout the design and construction of this project. Please feel free to contact me at your convenience to discuss the terms of this proposal and any questions or concerns you may have.

Submitted by:  
Goodwyn Mills Cawood, LLC

Accepted by:  
City of Foley

\_\_\_\_\_  
Jeremy Sasser  
Project Manager, Engineering  
E: [jeremy.sasser@gmcnetwork.com](mailto:jeremy.sasser@gmcnetwork.com)  
P: 251-626-2626

\_\_\_\_\_  
City of Foley

03/14/2025

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **ATTACHMENT A**

### **SCOPE OF SERVICE**

Goodwyn Mills Cawood, LLC (GMC) shall perform the following professional services.

#### **Boundary Survey = \$9,500.00**

Perform a field survey locating the perimeter boundary of the Project site. The record perimeter boundary will be identified and corners marked by the most definitive and defensible relationship between the record evidence and the physical evidence discovered during the survey. GMC will provide a survey plat or map depicting the professional opinion on the physical location of property lines determined by the appropriate boundary law principles, facts and evidence gathered during the course of the field survey. The work will be done in accordance to the Standard of Practice for Surveying in the State of Alabama.

#### **Topographic Survey = \$25,600.00**

Topographic locations will be surveyed for a site containing 130 acres, more or less, and include right-of-way to right-of-way survey along Foley-Beach Express (2,700 LF +/-), Juniper Street North (2,400 LF +/-) and County Road 28 South (2,700 LF +/-). GMC will prepare a survey and drawing of the Project site in accordance with the current Standards of Practice for Surveying in the State of Alabama to include the following items necessary for civil site design:

1. A minimum of two Site Control Points will be set at the time of Survey and shown on the Plat.
2. One-foot contours and spot elevations
3. Roadway access for ingress/egress to Project site
4. Storm water drainage upstream/downstream structures and invert elevations
5. Utilities serving the Project site (information provided/marked by utility providers via the Alabama 811 utility locate system)
6. Sanitary Sewer upstream/downstream manhole locations and invert elevations
7. Location of visible site improvements
8. FEMA Flood Zone(s) information

#### **Client Responsibilities**

1. Facilitate access and entry coordination to the Project site.
2. At the Client's expense, order and provide GMC a current title commitment and all supporting title documents.
3. GMC request that all comments pertaining to the survey be provided in writing from one authorized representative.

#### **Deliverables**

The survey plat and all other Project documents requested and/or required will be provided as a digital copy (e.g., portable document format – pdf). Physical prints will be made available upon request and invoiced upon the billing terms listed in the contract.

#### **Note**

Any requests for additional work not outlined within the above referenced standards, or the scope of services, will be charged hourly to this project according to the attached "Standard Rate & Fee Schedule". This includes creating new descriptions and addressing comments from outside council representatives for the buyer or seller, Title Company, and/or financial institutions. We request that all comments pertaining to the pro forma survey be provided all at one time from one source (if capable).

The fee shown within this contract is proposed under the conditions that all documents, information, and/or construction plans provided by the client is correct, and there is no unforeseen encumbrances or problems arising from adverse conditions at the project site. Should any problem arise from ambiguities within the provided information or if unforeseen conditions occur, then GMC reserves the right to renegotiate the proposed fee to complete the work.

**GMC**

Initials \_\_\_\_\_



**Goodwyn Mills Cawood**

11 North Water Street  
Suite 15250  
Mobile, AL 36602

T (251) 460-4006  
F (251) 460-4423

[www.gmcnetwork.com](http://www.gmcnetwork.com)

August 8, 2024

Mike Thompson  
City of Foley  
407 E. Laurel Avenue  
Foley, AL 36535

**RE: Preliminary Environmental Due Diligence  
Phase I Environmental Site Assessment  
153 Acres – Seeds Site (Potential Industrial Park off Foley Beach Express)  
Foley, Alabama**

Mr. Thompson

Goodwyn Mills Cawood, LLC (Environmental Division) is pleased to provide this proposal to perform tasks associated with environmental due diligence. This includes the completion of a Preliminary Environmental Due Diligence Report as well as a Phase I Environmental Site Assessment. A summary of the above tasks and their associated costs are described below:

**Preliminary Environmental Due Diligence Report**

The due diligence report will include a water of the U.S. determination, a preliminary threatened/endangered species review, and a preliminary assessment of cultural and historical resources. A description of each task associated with completion of this report are listed below.

**Waters of the U.S. Determination**

A water of the U.S. determination will be conducted by a team of biologists and Professional Wetlands Scientists (PWS) from GMC. This will include reviewing available maps (aerial, USGS quadrangle, Baldwin County Soils Maps, and National Wetland Inventory Maps). A site visit will also be conducted to inspect the site for wetlands that may not be visible from maps. The assessment will be conducted in accordance with the 2010 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region (Version 2.0). Wetlands will be identified according to the three required wetland criteria (vegetation, hydrology, and soils). Streams are classified as ephemeral, intermittent, or perennial. The scope of work will include the following tasks:

- Reviewing available maps, including aerial photography (historical and current), USGS quadrangles, Baldwin County Soils Maps, and National Wetland Inventory Maps
- A site visit to confirm findings from desktop review

The determination can be completed within 45 days of notice to proceed. If it is determined a full waters of the U.S. delineation is necessary, an additional proposal can be provided. Based upon information available at the time, the waters of the U.S. including wetlands and streams determination can be completed for a lump sum fee of **\$2,195**.

**Threatened and Endangered Species Review**

Representatives of GMC are prepared to complete a threatened/endangered species review for the site. The scope of work will include a review of threatened/endangered species listed for Baldwin County provided by the U.S. Fish and Wildlife Service (USFWS). The review will also include a site visit to the property to determine if habitat for the listed species exist on site. It should be noted that if habitat for bat or mussel species is observed during the on-site assessment, a survey for those species will have to be conducted. If necessary, a separate cost proposal will be provided for this survey.



The Assessment for Threatened/Endangered Species can be completed for a fee of **\$750**.

#### **Preliminary Assessment of Cultural and Historical Resources**

A review of available historical maps and a site visit to inspect the site for historical artifacts will be conducted by GMC staff. Additionally, a certified professional archaeologist will complete a Cultural Resource Probability Evaluation (CRPE) for the site in order to determine the potential for cultural / historical resources to exist on the site. It should be noted that if historical artifacts are found on site, a certified archeologist may be required to conduct further investigations as to the historical significance. If necessary, a separate cost proposal will be provided by a certified professional archeologist for a Cultural Resource Assessment.

The Preliminary Assessment of Cultural and Historical Resources can be completed for a fee of **\$1,950**.

#### **Phase I Environmental Site Assessment**

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

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



In order to qualify for one of the Landowner Liability Protections (LLPs) offered by the Small Business Liability Relief and Brownfields Revitalization Act of 2001 (the "Brownfields Amendments"), the User must conduct the inquiries required by 40 CFR 312.25, 312.28, 312.29, 312.30, and 312.31. Failure to conduct these inquiries could result in a determination that "all appropriate inquiries" is not complete. Once given the notice to proceed, GMC will provide you with a form to complete to satisfy these requirements.

In conformance with 40 CFR 312.25 and 312.26(a)(1)(v) and (vi), a search of recorded land title records (or judicial records where appropriate) must be executed in order to identify any environmental liens or activity and use limitations (such as engineering controls, land use restrictions or institutional controls) filed or recorded against the subject property under federal, tribal, state or local law. Typically, these searches are conducted by the User's lending institution or attorneys involved in the property acquisition (or, for transactions not involving an acquisition such as a lease or refinance, the date of the intended transaction).

GMC is capable of conducting the search of recorded land title records; however, this would necessitate an additional fee and time extension for completing the Phase I ESA. If you wish GMC to conduct a search of recorded land title records, please inform the environmental professional conducting the assessment as soon as possible.

The Phase I ESA can be completed for a fee of **\$4,000**.

#### **Summary**

The Preliminary Environmental Due Diligence Report and Phase I ESA can be completed for a total fee of **\$8,895**.

<b>Preliminary Environmental Due Diligence Task</b>	<b>Fee</b>
Waters of the U.S. Determination	\$2,195
Threatened & Endangered Species Review	\$750
Preliminary Assessment of Cultural and Historical Resources	\$2,500
Phase I ESA	\$4,000
<b>TOTAL</b>	<b>\$9,445</b>

If this proposal meets your approval, please sign and return to us this *Notice to Proceed*. For your convenience in returning the *Notice to Proceed*, it can be e-mailed [lee.walters@gmcnetwork.com](mailto:lee.walters@gmcnetwork.com).

Should you have any questions, or if we may be of further assistance, please do not hesitate to call me at 251-460-4006.

Sincerely,

Lee Walters, PWS  
Regional Vice President

#### **Notice to Proceed**

\_\_\_\_\_

\_\_\_\_\_  
**Approved**

**Date**



March 14, 2025

**Proposal for Preliminary Geotechnical Services  
Proposed Industrial Park Property  
Foley, Alabama  
GMC Geotechnical Proposal No. GP-24-240G**

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

**PROJECT INFORMATION**

The proposed approximate 153+/- acre subject property is located at the southeast quadrant of the intersection of Baldwin Beach Express and Foley Beach Express in Foley, Alabama. The property is undeveloped and is currently a sod farm. The purpose of the preliminary exploration is to provide geotechnical and geologic information about the site. A development concept has not been provided.

**GEOTECHNICAL SCOPE OF SERVICES**

**Field Exploration**

We propose to drill eight (8) borings across the site at the approximate locations shown below:







- The borings will be drilled to a planned depth of 30 feet below existing grade, or refusal to soil test drilling methods, whichever occurs first.
- Split-spoon sampling and standard penetration testing will be conducted at standard intervals in the borings.
- Groundwater levels will be recorded in the borings at the time of drilling.
- Each borehole will be backfilled with soil cuttings from the drilling process upon completion.
- GMC will contact the 811-utility service to locate underground utilities that subscribe to their service.

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

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

- Designate a person to act as their representative, with respect to the services rendered in this proposal.
- Obtain rights-of-entry, permits, easements, landowner permission for clearing activities, or other access authorization required to perform the services described in this proposal.
- ***We request that written authorization be provided to GMC confirming the property owner's acceptance of this. It should also be noted that GMC is not responsible for site restoration. We will use every effort to minimize ground surface disturbance that may be required to access the boring locations.***

#### **Laboratory Testing**

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

#### **Reporting**

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

- A summary of our test procedures and the results of all field and laboratory testing.
- A review of the site conditions and geologic setting.
- A review of subsurface soil stratigraphy including the individual Boring Logs, Subsurface Diagrams, and a Boring Location Plan.
- Preliminary recommendations for site preparation, excavation considerations, and construction of compacted fills.
- Information regarding groundwater conditions (if encountered).
- Recommended foundation types for the subsurface conditions encountered.
- Preliminary seismic site class based on SPT data.

### **COMPENSATION**

The cost is based on the site being drilled with an ATV-mounted drill. Based on the above scope of services, we will perform the above scope of services for the following fee:

Geotechnical Exploration..... \$11,800





## SCHEDULE

We can begin our fieldwork in about 2 to 3 weeks after authorization. We anticipate the boring layout, clearing, and field exploration to take about 3 days, weather dependent. Laboratory testing will take about 2 weeks to complete. We will provide a report within 2 weeks upon the completion of laboratory testing. Preliminary recommendations can be provided shortly after drilling if needed.

\* \* \* \*

We appreciate the opportunity to propose these services to you during this phase of the project. If you have any questions pertaining to this proposal, please do not hesitate to call me at 205-365-6902.

Sincerely,

**Goodwyn Mills Cawood, LLC**

Kevin W. Wales, PE  
Executive Vice President  
Geotechnical & Construction Services

## AUTHORIZATION

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

Agreed To\* This \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_

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

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

Company:\_\_\_\_\_

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

City/State/Zip:\_\_\_\_\_

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

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



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

1. **PARTIES AND SCOPE OF WORK:** Goodwyn Mills Cawood, LLC (hereinafter referred to as "GMC") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific geotechnical, analytical, testing or other service to be performed by GMC as set forth in GMC's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by GMC. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client are adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of GMC's work. GMC shall have no duty or obligation to any third party greater than that set forth in GMC's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from GMC, or the reliance on any of GMC's work, shall constitute acceptance of the terms of GMC's proposal and these General Conditions regardless of the terms of any subsequently issued document. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or GMC. GMC's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against GMC because of this Agreement or the performance or nonperformance of services hereunder. The Client and GMC agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.
2. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by GMC or others to be timely and properly performed in accordance with the plans, specifications and contract documents and GMC's recommendations. Client agrees to indemnify, defend and hold GMC, its officers, employees, and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or GMC's recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act or omission of GMC, its officers, agents or employees, subject to the limitation contained in paragraph 10.
3. **SCHEDULING OF WORK:** The services set forth in GMC's proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner by GMC personnel at the prices quoted. If GMC is required to delay commencement of the work or if, upon embarking upon its works, GMC is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by the Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of GMC, additional charges will be applicable and payable by Client.
4. **RIGHT OF ENTRY:** Client will arrange and provide such right of entry to the site as is necessary for GMC to perform the work. It is understood by client that in the normal course of work, some damage may occur. GMC shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment; however, GMC has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires GMC to restore the site to its former condition, upon written request GMC will perform such additional work as is necessary to do so and Client agrees to pay to GMC for the cost.
5. **CLIENT'S DUTY TO NOTIFY ENGINEER:** client represents and warrants that it has advised GMC of any known or suspected hazardous materials, utility lines and pollutants at any site at which GMC is to do work hereunder, and unless GMC has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save GMC harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to GMC's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to GMC by Client.
6. **HAZARDOUS MATERIALS:** Nothing contained within this agreement shall be construed or interpreted as requiring GMC to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.
7. **RESPONSIBILITY:** GMC's work shall not include determining, supervising, or implementing the means, methods, techniques, sequences or procedures of construction. GMC shall not be responsible for evaluating, reporting, or affecting job conditions concerning health, safety, or welfare. GMC's work or failure to perform same shall not in any way excuse any contractor, subcontractor, or supplier from performance or its work in accordance with the contract documents. GMC has no right or duty to stop the contractor's work.
8. **SAMPLE DISPOSAL:** Unless otherwise agreed to in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after GMC's report delivery, unless a written request has been submitted by the Client stating otherwise.
9. **PAYMENT:** Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under



applicable law), until paid. Client agrees to pay GMC's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. GMC shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein GMC waives any rights to a mechanics' lien, or any provision conditioning GMC's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that GMC shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of GMC from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.

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