

SHIP8, INC.

ATTN: ACCOUNTS PAYABLE
45875 NORTHPORT LOOP EAST
FREMONT, CA 94538

US

AP.SHIP8@SHIP8.COM

Page

1 OF 1

PO No.

25040407

PO Date

04/21/2025

SHIP TO

101250

SD2(2000),
SHIP8, INC.
ATTN: CHRISTINE JENKINS
550 NORTHPORT PARKWAY
PORT WENTWORTH, GA 31407
US

EAS PROFESSIONALS, INC.
PO BOX 25561
GREENVILLE, SC 29616
US

Buyer

Terms

FOB

Ship Via

Purchasing Dept

30 days

FOB Origin

Best possible

Line No. Vendor Item No. Vendor Item Description Qty Ordered Unit Price Extended Price

1 BLD018 Engineering phase 1 Inspection 1.00 Each 650.00

4-21

Total Extended Price =



9 PILGRIM ROAD
GREENVILLE, SC 29607
PHONE (864) 234-7368
FAX (864) 234-7369

AGREEMENT FOR GEOTECHNICAL SERVICES (EAS Project: 25-3094)

THIS AGREEMENT, made as of April 7, 2025,

between **EAS PROFESSIONALS, INC. (EAS) - 9 Pilgrim Road, Greenville, SC 29607**

And **Ship 8 Save (contact: Patrick Andreshak) 550 Northport Parkway, Port Wentworth, GA 31407**
patrick.andreshak@ship8.com Client

Services/Scope of Work. EAS agrees to provide Client those certain geotechnical and related technical services set forth in paragraph 2 below in connection with Client's project (The Project) described as follows:

In order for EAS to provide a detailed scope of services, we recommend EAS's senior professional geotechnical Engineer (PE) engineers visit the site to observe the site's conditions and to discuss client needs. The information from this site visit will be used to develop a comprehensive scope of services and budget to evaluate the site problem area's surface and/or subsurface conditions.

Our work will be performed in two phases. Phase One will include our initial site visit as described above. Our services for Phase One will be performed for a fee of \$650.

Phase Two will be determined after our initial site visit. A separate proposal/agreement will also be issued for the Phase Two scope of services.

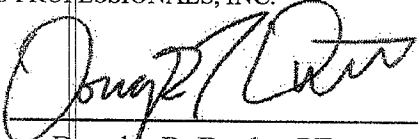
2. **Payment.** Client agrees to pay for our services on a Lump Sum basis for the above services provided by EAS per our current unit rate schedule. Payment shall be due thirty (30) days from the date of EAS's invoice. ~~A finance charge of 1-1/2% per month shall be charged on any unpaid balance more than 30 days past due.~~

In the event that EAS or any of its personnel shall be required by anyone, whether or not a party to this Agreement, to testify in court proceedings concerning the services provided hereunder (whether such testimony is for purposes of identifying or introducing documentary evidence or otherwise), Client further agrees to pay to EAS a fee for such testimony based upon EAS's then current rates for such testimony and all expenses incurred by EAS in providing such testimony.

3. **Terms and Conditions.** This Agreement shall be subject to all of the terms and conditions set forth on the second page hereof, which terms and conditions are expressly made a part of this Agreement and any reports issued by EAS pursuant to this Agreement.

WITNESS the following signatures:

EAS PROFESSIONALS, INC.

By: 

Date: 4-7-2025.

Print: Douglas R. Dunko, PE
(CEO and Senior Geotechnical Engineer)



9 PILGRIM ROAD
GREENVILLE, SC 29607
PHONE (864) 234-7368
FAX (864) 234-7369

CLIENT (Authorized Representative)

By: _____ Date: _____

Print: _____

Full Address: _____

Rev. 1/2021

TERMS AND CONDITIONS TO AGREEMENT FOR GEOTECHNICAL SERVICES

ARTICLE 1. EAS'S RESPONSIBILITIES, EAS will:

- 1.1 Provide consulting services to explore, test, and analyze field and subsurface conditions in accordance with applicable standards.
- 1.2 Submit written reports, if requested, of services performed hereunder to Client. Such reports apply only to the services identified and to the samples tested. The data presented by EAS represents conditions only at the specified locations and at the time designated. Client acknowledges that this data may not represent conditions at other locations and times. EAS shall not be responsible for the interpretation by others of this data.
- 1.3 Retain samples of soil or rock (not destroyed in testing), if any, for a period of sixty (60) days following submission of EAS's report to Client after which said samples will be discarded, unless otherwise requested in writing by Client. Other test specimens or samples (not destroyed in testing) will be disposed of immediately upon completion of tests unless otherwise requested in writing by Client. Client agrees to pay EAS's then current storage charges for test specimens and samples retained by EAS beyond the time period provided in this paragraph.
- 1.4 Make reasonable effort to minimize damage to the land but makes no guarantee to restore the site to its original condition unless a separate agreement is made for such restoration, in which case Client agrees to pay the cost of such restoration in addition to EAS's fees hereunder.
- 1.5 Make reasonable effort to backfill test bore holes upon completion of test drilling, sampling or monitoring. Client agrees to monitor the test site and advise EAS if caveins or abnormal subsidence occurs at boring locations. EAS agrees to repair or backfill test boring subsidence for a period of one year after drilling if notified in writing before expiration of the said one year period.

ARTICLE 2. CLIENT'S RESPONSIBILITIES, Client will:

- 2.1 Properly provide EAS in writing and sufficiently in advance with all information necessary for its proper performance of the services to be provided hereunder including, but not limited to, the location of all hidden or obscure manmade objects and all underground utilities. EAS shall be under no duty to verify the completeness or accuracy of the information provided by Client and shall be entitled to fully rely thereon. Client agrees to defend, indemnify and hold EAS harmless from any and all claims, liabilities, suits and losses, including reasonable attorneys' fees, whether or not made by a party to this Agreement, arising out of the incompleteness or inaccuracy of information provided by Client or the failure of Client to provide such information. Client further agrees to compensate EAS for any time or expense incurred by EAS in defense of any such claim, in accordance with EAS's then prevailing fee schedule and expense reimbursement policy. EAS shall have no obligation to perform any services hereunder until all necessary information has been provided in writing by Client.
- 2.2 Provide EAS with free access to The Project to perform all tasks reasonably necessary for its completion of the services contracted for in this Agreement.
- 2.3 When hazardous materials are known, assumed suspected or found to exist at site, EAS is required to take appropriate precautions to protect the health and safety of its personnel, to comply with applicable laws and regulations, and to follow procedures that EAS deems prudent to minimize physical risks to employees and the public, all at Client's expense. Client hereby warrants that if it knows or has any reason to assume or suspect that hazardous materials may exist at The Project site, it has or will immediately so inform EAS in writing.
- 2.4 Designate a person or firm to act as Client's authorized agent with respect to the services to be performed hereunder; such person or firm to have complete authority to transmit instructions, receive information and data, interpret and define Client's policies and decisions with respect to The Project and to order, at Client's expense, such technical services as may be requested by EAS.
- 2.5 Provide EAS with sufficient advance notice of required services so as to allow EAS a reasonable period of time to coordinate the assignment of EAS personnel, such advanced notice to be established by mutual agreement of the parties.

ARTICLE 3. GENERAL CONDITIONS

- 3.1 EAS, by the performance of any of the services contracted for in this Agreement, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities with regard to The Project customarily vested in others including, but not limited to, The Project architect, design engineers, any other design agencies or authorities, or other parties.
- 3.2 EAS, by virtue of providing the services described in this Agreement, does not assume the responsibilities of the person(s) in charge of The Project site, or otherwise undertake responsibility for reporting in any local, state or federal public agencies any conditions at The Project site that may present a potential danger to public health, safety or the environment. Client agrees to notify the appropriate local, state or federal public agencies as required by law, or otherwise to disclose, in a timely manner, any information that may be necessary to prevent any danger to public health, safety, or the environment. If Client fails to give proper notice in a timely manner and EAS deems it necessary to do so, Client waives any objection based on privilege, confidentiality or otherwise which it might have to such disclosure by EAS. In addition, disposal of any samples determined to be hazardous waste will be the responsibility of Client.
- 3.3 Subsurface sampling may result in unavoidable contamination of certain subsurface areas. Because nothing can be done to eliminate the risk of such an occurrence and because subsurface sampling is a necessary aspect of the work which EAS will perform on Client's behalf, Client waives any claim it might have against EAS and agrees to defend, indemnify and hold harmless from any claim or liability for injury or loss which may arise as a result of alleged contamination caused by sampling or other actions of EAS pursuant to this Agreement. Client further agrees to compensate EAS for any time or expense incurred by EAS in defense of any such claim, in accordance with EAS's then prevailing fee schedule and expense reimbursement policy.
- 3.4 Client recognizes that, when it is known, assumed or suspected that hazardous materials exists beneath the surface of The Project site, certain waste materials, such as drill cuttings and drilling fluids, should be handled as contaminated. Client waives any claim it might have against EAS, and agrees to defend, indemnify and hold EAS harmless from any claim or liability, for injury or loss which may arise as a result of the drill cuttings, drilling fluids or other assumed hazardous materials being left on The Project site by EAS. Client also agrees to compensate EAS for any time or expense incurred by EAS in defense of any such claim, in accordance with EAS's then prevailing fee schedule and expense reimbursement policy.
- 3.5 EAS shall not be responsible for the errors or omissions of any party or parties involved in the design of The Project or the failure of any contractor or subcontractor to construct any item on The Project in accordance with the design of The Project or recommendations, written or verbal, made by EAS.
- 3.6 EAS's services do not include costs associated with surveying The Project site by a certified land surveyor or the accurate horizontal and vertical location of tests. Location of field tests and borings are based on information furnished EAS by others or on estimates made in the field by EAS. All dimensions, depths and elevations are approximate.
- 3.7 EAS has established and maintains corporate programs and procedures for the safety of its employees, and specifically disclaims any authority or responsibility for general job site safety of persons other than EAS employees.

3.8 This Agreement may be terminated by either party on ten (10) days prior written notice to the other party. If this Agreement is so terminated by either party, EAS shall be paid in full for all services performed and all expenses incurred through the termination date, and Client shall be provided, if requested, with a written report of the results of tests and analyses completed prior to the termination date upon receipt of all monies due and owing to EAS.

3.9 Neither Client nor EAS may delegate, assign, subcontract or transfer its duties or interest in this Agreement without the written consent of the other party.

3.10 Client agrees to pay to EAS all reasonable expenditures incurred by EAS in enforcing the terms of this Agreement including reasonable attorney's fees and court costs, if any. **RTICLE 4. INSURANCE**

No insurance of whatever kind or type which may be carried by EAS is to be considered as, in any way, limiting Client or any third parties' responsibility, for damages resulting from their operations or for furnishing work and materials to The Project. Client agrees, therefore, to include in The Project's construction contract, such requirements for insurance coverage and performance bonds to be secured and maintained by The Project contractors and subcontractors as Client deems adequate to indemnify Client, EAS and concerned parties, against claims for damages and to insure compliance of work performance and materials with The Project requirements.

ARTICLE 5. STANDARD OF CARE

Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed.

ARTICLE 6. DISCLAIMER OF WARRANTIES:

THERE ARE NO EXPRESSED OR IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NOT SPECIFIED HEREIN, RESPECTING THIS AGREEMENT OR THE EQUIPMENT, DOCUMENTATION, REPORTS AND SERVICES TO BE PROVIDED HEREUNDER OR THE DELIVERY, USE OR PERFORMANCE THEREOF.

ARTICLE 7. LIMITATION OF LIABILITY.

7.1 Notwithstanding any other provision of this Agreement, the parties hereto agree that EAS's total liability to Client for any and all claims, demands, causes of action, controversies or lawsuits (whether based in contract, tort, warranty, or otherwise), arising directly or indirectly out of, or in any way related to EAS's acts or omissions in the performance of any service pursuant to this Agreement shall be limited to general money damages in an amount equal to the greater of \$10,000.00 or the amount theretofore paid by Client to EAS pursuant to the terms of this Agreement for services rendered. This paragraph shall apply notwithstanding the form in which any legal or equitable action may be brought by Client or others against EAS. This paragraph shall apply notwithstanding the basis of the claim brought by the Client or others against EAS arising directly or indirectly out of, or in any way related to, EAS's acts or omissions in the performance of any service pursuant to this Agreement including, without limitation, claims based on delay, errors, omissions, negligence, warranty, or breach of contract. Under no circumstances shall EAS be liable for special, consequential, or exemplary damages. In no event shall EAS be liable for special, consequential, or exemplary damages. This provision shall supersede any other provisions in this Agreement that may be deemed inconsistent with it. This paragraph shall survive termination of this Agreement.

7.2 EAS shall not be liable for failure to provide the services herein due to any cause or condition beyond EAS's reasonable control.

7.3 To the fullest extent permitted by law, no action, regardless of form, arising out of the services under this Agreement, may be brought by either party more than (2) years after the act or omission giving rise to a cause of action has occurred, except that an action for nonpayment may be brought within two(2) years from the date of the last payment or the date of EAS's original invoice for such service, whichever is later.

ARTICLE 8. INDEMNIFICATION

To the fullest extent permitted by law, Client shall defend, indemnify, and save EAS harmless from and against any loss, liability or damages sustained by EAS, its agents, employees, and representatives, arising directly or indirectly out of, or in any way related to, EAS's acts or omissions in the performance of any service pursuant to this Agreement in excess of the limitation provision set forth in Article 7.1.

ARTICLE 9. SPECIFIC LIABILITY EXCLUSION

9.1 EAS agrees to purchase, at its own expense, worker's compensation insurance, comprehensive general liability insurance, and professional liability insurance; and will furnish, upon request, insurance certificates for same to Client.

9.2 Client shall defend, indemnify and hold harmless EAS and its agents and employees from and against all damages, losses, expenses, including attorney's fees, with respect to any claims or suits by any person or entity arising directly or indirectly out of EAS's services under this agreement alleging actual or threatened injury or damage of any nature or kind to persons or property which is or may allegedly be directly or indirectly related to hazardous waste, pollution hazards, or asbestos. As used in this exclusion, "pollution hazard" means an actual exposure or threat of exposure to the corrosive, toxic, or other harmful properties of any solid, liquid, gaseous or thermal pollutants, contaminants, irritants or toxic substances including smoke, vapor, soot, fumes, acids, or alkalis, and waste materials consisting of or containing any of the foregoing.

ARTICLE 10. CONSTRUCTION.

10.1 This Agreement shall be construed and enforced in accordance with the laws of South Carolina; shall constitute the entire agreement and understanding between EAS and the Client; and shall supersede any prior proposals, agreements or understandings between EAS and the Client with respect to the subject matter hereof. No representation or statement not contained in this Agreement shall be binding upon EAS as a warranty or otherwise and this Agreement shall not be modified or amended unless in writing executed by the parties hereto.

10.2 The foregoing terms and conditions shall prevail notwithstanding any contrary terms and conditions of any proposal submitted by EAS or any other submitted by the Client.

10.3 Should any clause or term of this Agreement For Geotechnical Services be deemed invalid or unenforceable, the remaining terms shall continue in full force and effect.

10.4 The headings of the Article herein are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions for this Agreement.



Outlook

Re: PO Request for EAS - SD2

From James Burford <james.burford@ship8.com>

Date Mon 4/21/2025 1:11 PM

To Christine Jenkins <christine.jenkins@ship8.com>

This is completed



SHIP8 INC.

James Burford
Regional Facilities Director
311 International Trade Pkwy
Port Wentworth, GA 31407

C: 912.507.7881

From: Christine Jenkins <christine.jenkins@ship8.com>

Sent: Monday, April 21, 2025 6:35:20 AM

To: James Burford <james.burford@ship8.com>

Subject: Re: PO Request for EAS - SD2

PO 25040407 is attached




SHIP8 INC.

Christine Jenkins
Purchasing Coordinator
550 Northport Parkway
Port Wentworth, GA 31407

O:912-373-7778 X 3825

From: James Burford <james.burford@ship8.com>
Sent: Friday, April 18, 2025 3:41 PM
To: Christine Jenkins <christine.jenkins@ship8.com>
Subject: PO Request for EAS - SD2

Christine - Please create a PO for the attached.

 [2025 04 16 SD2 EAS Phase 1 TL Yard Inspection.pdf](#)



SHIP8 INC.

James Burford
Regional Facilities Director
311 International Trade Pkwy
Port Wentworth, GA 31407

C:912.507.7881



9 PILGRIM ROAD
 GREENVILLE, SC 29607
 PHONE (864) 234-7368
 FAX (864) 234-7369

INVOICE

SHIP8 INC.
45875 Northport Loop East
Fremont CA 94538
Attn: Accounts Payable
AP.SHIP8@SHIP8.COM

Invoice #	4212025-3094
Date	21-Apr-25
Due Date	1-May-25
Project	EAS-25-3094.R1

REF: SHIP8 PO No. 25040407

Description of Services	Hrs/Qty	Rate	Amount
EAS-25-3094.R1 Engineering Site Visit 550 Northport Parkway Port Wentworth, GA 31407			\$ 650.00
<i>Engineering Site Visit Services</i>			
Phase 1 - Senior Professional Engineer (P.E.), for site visit to observe site conditions, and develop a comprehensive scope of services and budget to evaluate the site problem area's surface and/or subsurface conditions.			
Terms - Net 10 Days / Service Charge 1.5% Per Month Over 30 Days			Total: \$ 650.00
Pay with check by mail: EAS Professionals, Inc. PO Box 25561 Greenville, SC 29616			Payments:
Pay with credit card by phone: (864) 234-7368 ext. 3685 or 3610			Balance: \$ 650.00