



6021 LIVE OAK PARKWAY  
NORCROSS, GA 30093  
PHONE: (404) 448-0644

September 4, 1991

Mr. William Lecher, P.E.  
Nassau County Engineer  
2290 South 8th Street  
Fernandina Beach, FL 32034

Re: Fourth-Year Recycling Grant Application for Nassau County

Dear Mr. Lecher:

Roy F. Weston, Inc. (WESTON) is pleased to submit this proposal for the preparation and submittal of the fourth-year FDER recycling grant application for Nassau County.

WESTON's expertise and capabilities provide Nassau County with the needed resources to expediently and successfully complete the grant application, meet FDER's October 1, 1991 submittal deadline, and secure fourth-year grant funds for Nassau County. Specific strengths offered by WESTON include:

- WESTON prepared the third-year grant application for Nassau County last year, which was successful in securing funds for the County to expand its recycling activities. As a result, WESTON is familiar with Nassau County's recycling and waste management program and is uniquely qualified to prepare the County's grant application.
- WESTON is currently preparing the grant application for the City of Tallahassee for the fourth year in a row. Some requirements for the fourth-year grant applications differ from prior years, and WESTON is well-versed in the changes.
- WESTON's engineers and planners have actual experience in planning and implementing recycling, composting and source reduction programs in Florida and throughout the United States.



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- WESTON is very familiar with the staff of FDER responsible for the administration of the recycling grant program. All forms and tables necessary for the grant application are maintained in WESTON's computer data base for easy access and completion for clients such as Nassau County. This facilitates grant application preparation and recycling program monitoring and evaluation (if desired).
- WESTON has worked with Nassau County for nearly a year and has a working understanding of the County's solid waste management system. This familiarity will be very important in expediting the gathering of information and the presentation and approval of the grant application by the County Commission.

To avoid the tight time constraints encountered last year, WESTON is prepared to initiate this project immediately upon notice. We would anticipate meeting with County staff within the first two weeks after authorization to proceed, to review the information to be collected and the recycling activities undertaken during the past year. Like last year, for this meeting, WESTON will prepare an outline of the grant application, a checklist of data needs, and a list of questions to be answered. Five copies of the completed grant application will be submitted to the County, six weeks after authorization to proceed, for Commission approval and submittal to FDER.

WESTON's project manager for this work will be Ms. Abby Goldsmith. Ms. Goldsmith was the Project Manager for the preparation of Nassau County's third-year grant application and is preparing the fourth-year grant application for the City of Tallahassee. She will be assisted by Mr. Scott Wiltsee, who is also working on the City of Tallahassee's grant application.

WESTON's proposed lump sum for preparation of the grant application is \$4,000. If additional work is required of WESTON, this will be performed at an additional price to be mutually determined by the County and WESTON. Copies of our General Terms and Conditions and Hourly Charge Rates are enclosed and is part of this proposal.



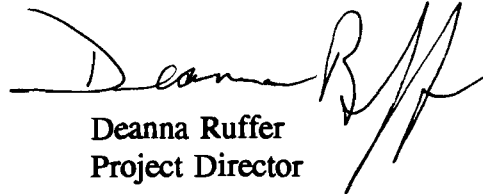
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WESTON has enjoyed working with Nassau County to date and looks forward to continuing to work with Nassau County. To indicate acceptance of this proposal and its terms, please sign below (both copies) and return one original for our files. This will constitute our agreement with Nassau County and will serve as notice to proceed.

Very truly yours,

ROY F. WESTON, INC.

  
Deanna Ruffer  
Project Director

DLR/AMG/tm

Enclosure

cc: R. Ferguson  
W. Gossett, DMG

I hereby accept this proposal and agree to its terms and conditions.

  
Authorized Representative  
Nassau County

ATTEST:



Ex-Officio Clerk  
Title

8-26-91  
Date

**WESTON GENERAL TERMS AND CONDITIONS**

1. **Parties.** References herein to WESTON mean the entity, division, affiliate or subsidiary corporation of ROY F. WESTON, INC. (WESTON) with whom CLIENT has entered into an Agreement to which these General Terms and Conditions are attached.

2. **Contract Documents/Order of Precedence.** The Contract Documents consist of the Agreement (the term "Agreement" is defined as the document containing the written understanding of the Parties and may solely comprise WESTON's Proposal Letter in situations where no other formal agreement is executed by the Parties), Addenda, WESTON General Terms and Conditions, Special Terms and Conditions, Change Orders or other written modifications to the Agreement, Specifications, and Drawings. In the event of any ambiguity and/or inconsistency between the various Contract Documents, the following descending order of precedence shall apply:

- (a) Change Orders or other written modifications to this Agreement.
- (b) Agreement, (Scope of Work, Special Terms and Conditions, General Terms and Conditions, and Addenda).
- (c) Specifications.
- (d) Drawings.

In the event of any ambiguity and/or inconsistency between or among Change Orders, Addenda or written modification, a later dated document will take precedence over an earlier dated document.

3. **Changes.** CLIENT may make changes within the general scope of the Agreement in the Work and Services (as described in the Scope of Work) to be performed. All oral changes to this Agreement must be confirmed in writing and signed by the Parties. If any such changes cause an increase in WESTON's cost and/or increase the time required for or the nature of performance of the Agreement (require Additional Work or Extra Work), WESTON shall so notify CLIENT within five (5) days of receipt of the change order notification and an equitable adjustment in compensation shall be made through a Change Order or Modification signed by WESTON and CLIENT. WESTON shall have no obligation to proceed with such Additional or Extra Work until all appropriate Change Orders or Modifications have been signed by the Parties. WESTON shall not be in default hereunder for any such refusal to proceed with Additional or Extra Work.

Additional Work means the services and/or equipment provided at CLIENT's direction and/or request or with CLIENT's consent that are quantifiable in addition to the amount of such services and/or equipment described in the Contract Documents and that produce additional costs and/or labor and/or labor efficiency for which WESTON will receive additional compensation.

Extra Work means services and/or equipment provided at CLIENT's direction and/or request or with CLIENT's consent that differ qualitatively or in character from services and/or equipment described in the Contract Documents and that produce additional costs and/or labor and/or labor inefficiency for which WESTON will receive additional compensation.

4. **Litigation Support.** CLIENT and WESTON agree that hazardous waste projects may involve some form of legal process or proceedings during or after performance of the project. Such legal process or proceedings normally include production of records, forms of discovery such as depositions and interrogatories, filings and court testimony. CLIENT agrees that if WESTON participates in such legal process or proceedings to which WESTON is not a party, CLIENT shall reimburse WESTON for such participation. WESTON shall be reimbursed for labor, reproduction costs, travel expenses, legal fees and such other expenses as are reasonable and necessary in connection with the legal process or proceedings. Prior to any participation, WESTON shall notify CLIENT and advise CLIENT of the estimated cost.

5. **Force Majeure.** WESTON will not be responsible for delays attributable to acts of God, acts of third parties, war, terrorism, intervention of public authorities, work stoppages, changes in applicable laws or regulations after the date of commencement of performance hereunder or any other acts

6. **Payments.** Invoices will be submitted periodically (customarily on a monthly basis), and terms are net cash in U.S. dollars, due and payable upon receipt of each invoice. Invoices not paid within thirty (30) days of receipt by CLIENT are considered overdue and shall be subject to an additional charge at the rate of one and one-half percent (1 1/2%) per month or the maximum charge legally permissible. In addition, WESTON may, after giving seven (7) days written notice to CLIENT, suspend services without liability until CLIENT has paid in full all amounts due WESTON on account of services rendered and expenses incurred, including interest on past-due invoices. For purposes of this Agreement "days" means business days. Payment of invoices is not subject to discounting by CLIENT. Time is of the essence in payment of invoices, and timely payment is a material part of the consideration of any Agreement between WESTON and CLIENT.

Invoice amounts in dispute shall not affect CLIENT's obligation to pay remaining invoice charges.

Where the method of contract payment is based on a cost reimbursement time and material, labor hour, or fixed rate basis, the following provisions shall apply:

- (a) The minimum time segment for charging of field work is four (4) hours. Where applicable, rental charges will be applied to the Project to cover the cost of pilot-scale facilities or equipment, apparatus, instrumentation, or other technical machinery. When such charges are applicable, CLIENT will be advised at the start of an assignment, task, or phase.
- (b) Analyses performed in WESTON's laboratories will be billed in accordance with the laboratory's standard billing practices unless specified otherwise in the proposal or agreement.
- (c) Expenses properly chargeable to the Work which are reimbursable at cost shall include but are not limited to: travel and subsistence expenses of personnel (which may be charged on a per diem basis) when away from their office on business directly or indirectly connected with the Project; identifiable communication, shipping, printing, and reproduction costs; subcontractors; identifiable drafting and stereographic supplies; computer time and software; and expendable materials and supplies purchased specifically for the Project. At least a ten percent (10%) handling and administrative charge will be added to those foregoing items which are purchased from outside sources (as more fully described in WESTON's billing rate sheets, if applicable). When WESTON, subsequent to negotiation of services, finds that specialized equipment is needed to perform the services, it will notify CLIENT of such requirement and purchase the equipment for CLIENT as a reimbursable expense.

Invoices will be submitted on WESTON's standard invoice format which typically shows labor hours worked and total expenses, but not actual documentation (e.g., time sheets and expense receipts). If additional detail or actual invoice documentation is requested by CLIENT, the labor and expenses associated with gathering, sorting, highlighting, mailing and copying supporting documentation will be billed to CLIENT on subsequent invoices.) Where the method of contract payment is based on a fixed price/lump sum basis, then invoices will be submitted based on the billing schedule as proposed by WESTON as mutually agreed by the parties.

7. (A) Termination For Default.

Either Party (Terminating Party) may terminate this Agreement in writing, if the other party (Breaching Party) fails to fulfill its obligations under the Agreement (breaches) through no fault of the Terminating Party. In such event the Terminating Party may, after giving the Breaching Party an opportunity to cure in accordance with provisions of this Article, declare the Breaching Party in default by issuing a Declaration of Default and terminate the Agreement for cause. Prior to such Declaration of Default, the Terminating Party shall advise the Breaching Party that a Declaration of Default is imminent by sending a written notice (Notice of Imminent Default) including a description of the conditions constituting breach of the Agreement and providing the Breaching Party a period of time of not less than five (5) days and not more than twenty (20) days within which to correct such conditions. For purposes of this Article "days" means business days. In the event that the Breaching Party does not correct such conditions contained in the Notice of Imminent Default within the designated period of time, the Terminating Party may issue a Declaration of Default and terminate the Agreement. Disputes arising under this Article, including final payment to WESTON if unresolved, shall be resolved in accordance with Article 19.

(B) Termination/Suspension for Convenience of CLIENT. The performance of Work under this Agreement may be terminated or suspended by CLIENT in accordance with this Article 7(B) when CLIENT determines that such termination or suspension is in CLIENT's best interests. Any such termination or suspension shall be initiated by delivery to WESTON of a written Notice of Termination or Suspension for Convenience specifying that the Agreement is being terminated or suspended for the convenience of CLIENT and directing WESTON to cease the performance of services under the Agreement upon the date of WESTON's receipt of such notice- Suspension for the Convenience of CLIENT or Termination for Default. WESTON shall upon the Effective Date cease performing services under the Agreement and as soon as practicable thereafter, WESTON shall:

- (1) Terminate or suspend all orders and subcontracts to the extent that they relate to the performance of the Work terminated or suspended by the Notice of Termination or Suspension for Convenience.
- (2) Assign to CLIENT all of WESTON's right, title and interest under the orders and subcontracts so terminated or suspended.
- (3) Transfer to CLIENT (and CLIENT will accept responsibility for) disposition of all outstanding liabilities and all unresolved claims arising out of termination or suspension of orders and subcontracts incident to such termination or suspension and CLIENT will release, indemnify, hold harmless and defend WESTON from all such liabilities and claims including attorneys' fees.
- (4) Transfer the responsibility for site management from WESTON to CLIENT in accordance with Article 7(C) below.
- (5) Submit to CLIENT and CLIENT shall pay WESTON's termination or suspension invoice including, with respect to Work performed prior to the Effective Date of the Notice of Termination or Suspension for Convenience, the total of:
  - (a) The cost and fees associated with such Work;
  - (b) The cost of sending and paying claims arising out of the termination or suspension of Work under subcontracts or purchase orders;
  - (c) Reasonable demobilization costs;
  - (d) A reasonable allowance for profit with respect to paragraph 7 (B) above; and
  - (e) All costs incurred under Article 7(C) below.

(C) Orderly Transfer of Responsibility. To the extent the Work involves WESTON directed activity on site and the Work is terminated or suspended, whether for Convenience of CLIENT or for Default, the Parties hereto understand and agree that certain steps (hereinafter referred to as "orderly transfer") must be taken to address the impact of the termination or suspension. CLIENT agrees that all costs of such orderly transfer will be borne by CLIENT.

8. Standard of Care. When WESTON serves as the professional representative of CLIENT or provides any professional service to CLIENT under any Agreement, WESTON will provide professional advice, consultation and services to CLIENT in accordance with generally accepted professional standards as applied to similar projects performed under similar conditions prevailing in the community at the time such advice, consultation and/or services are rendered.

9. No Warranty/Guarantee. Estimates of cost, approval, recommendations, opinions and decisions by WESTON are made on the basis of WESTON's experience, qualifications and professional judgment and are not to be construed as warranties or guarantees. WESTON MAKES NO WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED, ACCEPT AS SET FORTH IN ARTICLE 8 ABOVE, REGARDING THE WORK TO BE PROVIDED UNDER THIS AGREEMENT.

10. Hazardous Materials. CLIENT recognizes that when it is known, assumed or suspected that hazardous materials exist on or beneath the surface of the site of the Project or within any structure thereon, certain sampling materials or residues, such as drill cuttings and drilling fluids or asbestos removed for sampling, should be handled as if hazardous or contaminated. Accordingly when sampling is included in the scope of services and when determined by WESTON in its sole and exclusive judgment to be necessary based on WESTON's assessment of the degree of contamination, hazard and risk, WESTON will promptly inform CLIENT that contamination and labeling of wastes or residues will be performed. WESTON will appropriately contain and label such materials and will leave the containers on site for proper, lawful removal, transport and disposal by CLIENT. CLIENT waives any claim against WESTON and agrees to indemnify, defend and hold WESTON harmless from any claim or liability for injury or loss which may arise as a result of the drill cuttings, drilling fluids or other assembled hazardous materials being left on the site of the Project after contamination by WESTON. It is WESTON's established policy not to accept title to hazardous materials and to neither store such materials nor contract to store such materials.

11. Insurance. WESTON agrees to maintain at its own expense, Worker's Compensation, Commercial General Liability, Automobile Liability, and Professional Liability insurances as follows:

Types of Insurance	Limits of Liability
Worker's Compensation	Statutory Worker's Compensation
Employer's Liability	\$1,000,000 Employer's Liability
Commercial General Liability	\$1,000,000 each occurrence
Automobile Liability	\$1,000,000 each accident or loss
Combined Bodily Injury and Property Damage	All Vehicles covered
Hired cars and non-owned autos	\$1,000,000 per single claim/pre-empt
Professional Liability (Errors and Omissions)	\$1,000,000 per single claim/pre-empt

14. WESTON Employees. CLIENT shall not offer to employ or actually employ any WESTON employee assigned to the Work during the term of this Agreement or for a period of six (6) months after completion of this Agreement. CLIENT agrees that WESTON may utilize employees of any of WESTON's subsidiary companies and affiliates in the performance of this Agreement.

15. Confidentiality. WESTON shall maintain as confidential and not disclose to others without CLIENT's prior written consent any information or documents obtained from CLIENT expressly designated by the CLIENT in writing to be "CONFIDENTIAL." WESTON retains all contract files for three (3) years following completion of Services (See Article 17 below). The provisions of this paragraph shall not apply to information in whatever form which (a) is published or comes into the public domain, (b) is already known to or by the receiving Party (c) is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or (d) is required to be disclosed by law on order or pursuant to a subpoena of a court, administrative agency or other authority with proper jurisdiction.

Notwithstanding anything to the contrary set forth herein, it is understood by CLIENT that WESTON is or may be subject to certain legal and ethical considerations and obligations depending upon the nature and scope of services rendered hereunder which may require WESTON to disclose facts observed by WESTON to third parties. In such event, WESTON shall advise CLIENT, but shall, subject to any legal or professional obligation as determined by WESTON's counsel to immediately disclose such facts. CLIENT agrees that WESTON shall be and is hereby released from any liability, claim or cause of action whatsoever with respect to such disclosure. CLIENT agrees that WESTON may use and publish CLIENT's name and a general description of WESTON's services with respect to the Work in describing WESTON's experience and qualifications to other clients and potential clients.

WESTON's technical and pricing information contained in the Proposal or Agreement is confidential proprietary information constituting a trade secret and is not to be disclosed or otherwise made available to third parties without the prior written consent of WESTON.

16. Use of Documents. All documents, including drawings and specifications, prepared or furnished by WESTON (INCLUDING WESTON's independent professional associates, consultants and subcontractors) pursuant to this Agreement are instruments of service regarding the Work. CLIENT may make and retain copies for information and reference in connection with the Work; however, such documents are not intended or represented to be suitable for other than the use specified in the Contract Documents. Such documents are not for reuse by CLIENT or others on extensions of the Work or on any other work or for any other purpose. Any reuse of such documents without prior written verification or adaptation by WESTON for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to WESTON, or to WESTON's independent professional associates, consultants or subcontractors and CLIENT shall indemnify and hold harmless WESTON and WESTON's independent professional associates, consultants and subcontractors from any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions and damages whatsoever arising out of or resulting from such reuse. Any such verification or adaptation agreed to by WESTON will entitle WESTON to compensation at rates to be agreed upon by CLIENT and WESTON at that time.

17. Records Retention. WESTON retains project records including reports and correspondence developed during performance of the Agreement for a period of three (3) years after project completion. Such records may be maintained on electronic media, as WESTON may decide. In the event of a lawsuit, WESTON shall retain all records, including electronic records, for the period of time specified in the contract documents and any applicable laws, regulations, and industry practices. WESTON shall retain all records, including electronic records, for the period of time specified in the contract documents and any applicable laws, regulations, and industry practices. WESTON shall retain all records, including electronic records, for the period of time specified in the contract documents and any applicable laws, regulations, and industry practices.

WESTON will upon request, furnish appropriate insurance certificates to CLIENT. WESTON agrees to indemnify CLIENT for the hazards covered by WESTON's insurance subject to the limitation of liability contained in Article 13. WESTON agrees to purchase whatever additional insurance is requested by CLIENT (presuming such insurance is available) from carrier acceptable to both Parties, provided the costs (including WESTON's administrative costs) for such additional insurance are reimbursed by CLIENT. It is understood and agreed that, in seeking the professional services of WESTON under this Agreement, CLIENT may be requesting WESTON to undertake unimpaired obligations for CLIENT's benefit involving the presence or potential presence of hazardous substances. Therefore, WESTON's indemnification of CLIENT shall not include loss or damage arising out of or relating to hazardous waste handling, transportation, treatment, disposal, or cleanup or other Environmental Liability. Subject to the foregoing and the limitation of liability contained in Article 13 hereof, WESTON shall indemnify CLIENT for loss or damage caused by the sole professional negligence, errors or omissions of WESTON in the performance of the Work under this Agreement.

17. **Retention of Records.** Client agrees to maintain for an additional period of time, upon client's written advice to WESTON, such records as shall be delivered to WESTON, such records shall be retained by WESTON for either (a) be delivered to CLIENT or (b) be retained by WESTON for an additional period of time for the storage fee applicable under WESTON's current commercial rates.

18. **Services.** It is understood and agreed that the services or Work performed under a Agreement are not subject to any provision of any Uniform Commercial Code.

19. **Mediation/Arbitration.** All disputes between the Parties arising out of this Agreement shall be resolved by submission to Mediation and Arbitration as described below:

(A) **Mediation.** The parties shall attempt in good faith to mediate such dispute and use their best efforts to reach agreement on the matters in dispute. After a written demand for non-binding mediation, which shall specify in detail the facts of the dispute, and within ten (10) days from the date of delivery of the demand, the mediator shall be submitted to Mediation in accordance with the American Arbitration Association Construction Industry Mediation Rules. The Mediator shall hear the matter and provide an informal opinion and advice, none of which shall be binding upon the parties, but is expected by the parties to help resolve the dispute. Said informal opinion and advice shall be submitted to the parties within twenty (20) days following written demand for Mediation. The Mediator's fee shall be shared equally by the parties. If the dispute has not been resolved, the matter shall then be submitted to Arbitration in accordance with Article 19(B) below.

(B) **Arbitration.** All claims, counterclaims, disputes and other matters in dispute between the parties hereto arising out of or relating to this agreement or the breach thereof not otherwise resolved in accordance with Article 19(A) hereto shall be decided by Arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations and restrictions stated in Article 19 (B)(1) and Article 19 (B)(2) below. This agreement to so arbitrate and any other agreement or consent to arbitrate will be specifically enforceable under the prevailing arbitration law of any court having jurisdiction.

(1) Notice of demand for Arbitration must be filed in writing with the other parties to this Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the dispute or other matter in question has arisen. In no event may the demand for Arbitration be made after the time when assumption of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

(2) All demands for Arbitration and all answering statements thereto which include any monetary claim must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than \$200,000 (exclusive of interest and arbitration costs). The arbitrators will not have jurisdiction, power or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any claim, counterclaim, dispute or other matter in question where the amount in controversy thereof is more than \$200,000 (exclusive of interest and arbitration costs) or to render a monetary award in response thereto against any party which totals more than \$200,000 (exclusive of interest and arbitration costs).

(3) No Arbitration arising out of or relating to this Agreement may include, by consolidation, joinder or in any other manner, any person or entity who is not a Party to this Agreement.

(4) By written consent signed by all the parties to this Agreement and containing a specific reference hereto, the limitations and restrictions contained in Article 19(B)(2) and Article 19(B)(3) may be waived in whole or in part as to any claim, counterclaim, dispute or other matter specifically described in such consent. No consent to arbitration of a specifically described claim, counterclaim, dispute or other matter in question will constitute consent to arbitrate any other claim, counterclaim, dispute or other matter in question which is not specifically described in such consent or in which the sum or value in controversy exceeds \$200,000 (exclusive of interest and costs) or includes any party not specifically described herein. (5) The award rendered by the arbitrators will be final, not subject to appeal, and judgment may be entered upon it in any court having jurisdiction thereof.

23. **Assignment.** Neither Party shall assign, subcontract or otherwise transfer this Agreement or any rights or obligations hereunder to a subsidiary, successor, affiliate or any third party, except as expressly provided herein, without the prior written consent of the other party. Nothing herein shall prevent WESTON from employing such professional associates and consultants as WESTON deems appropriate to assist WESTON in the performance of services hereunder.

24. **Litigation Services.** Regarding litigation in which CLIENT is named as a party litigant, or is not named as a party, litigation in which CLIENT has an interest, CLIENT may seek the services of WESTON in providing testimony as a consultant or as an expert or fact witness regarding its services in the manner to which its services relate. The fee or billing rate for such services will be established at the time such services are requested. The interpretation and enforcement of this Agreement is to be governed by and construed in accordance with the law of the Commonwealth of Pennsylvania.

25. **Governing Law.** The interpretation and enforcement of this Agreement is to be governed by and construed in accordance with the law of the Commonwealth of Pennsylvania. This Agreement represents the entire and integrated Agreement between the Parties and supersedes all other prior negotiations, representations or agreements, either written or oral.

Any terms and conditions set forth in CLIENT's purchase order, request, or other notice of authorization to proceed are inapplicable to the Work, except when specifically provided for in full on the face of such purchase order, request, or notice of authorization and specifically accepted in writing by WESTON. WESTON's acknowledgment of receipt of any purchase order, request, notice of authorization or WESTON's performance of Work subsequent to receipt thereof does not constitute acceptance of any terms or conditions other than those set forth herein.

26. **Entire Agreement.** This Agreement represents the entire and integrated Agreement between the Parties and supersedes all other prior negotiations, representations or agreements, either written or oral.

27. **Force Majeure.** This Agreement shall be subject to the provisions of the Force Majeure clause set forth in CLIENT's purchase order, request, or other notice of authorization to proceed are inapplicable to the Work, except when specifically provided for in full on the face of such purchase order, request, or notice of authorization and specifically accepted in writing by WESTON. WESTON's acknowledgment of receipt of any purchase order, request, notice of authorization or WESTON's performance of Work subsequent to receipt thereof does not constitute acceptance of any terms or conditions other than those set forth herein.

28. **Force Majeure.** This Agreement shall be subject to the provisions of the Force Majeure clause set forth in CLIENT's purchase order, request, or other notice of authorization to proceed are inapplicable to the Work, except when specifically provided for in full on the face of such purchase order, request, or notice of authorization and specifically accepted in writing by WESTON. WESTON's acknowledgment of receipt of any purchase order, request, notice of authorization or WESTON's performance of Work subsequent to receipt thereof does not constitute acceptance of any terms or conditions other than those set forth herein.

29. **Force Majeure.** This Agreement shall be subject to the provisions of the Force Majeure clause set forth in CLIENT's purchase order, request, or other notice of authorization to proceed are inapplicable to the Work, except when specifically provided for in full on the face of such purchase order, request, or notice of authorization and specifically accepted in writing by WESTON. WESTON's acknowledgment of receipt of any purchase order, request, notice of authorization or WESTON's performance of Work subsequent to receipt thereof does not constitute acceptance of any terms or conditions other than those set forth herein.

30. **Force Majeure.** This Agreement shall be subject to the provisions of the Force Majeure clause set forth in CLIENT's purchase order, request, or other notice of authorization to proceed are inapplicable to the Work, except when specifically provided for in full on the face of such purchase order, request, or notice of authorization and specifically accepted in writing by WESTON. WESTON's acknowledgment of receipt of any purchase order, request, notice of authorization or WESTON's performance of Work subsequent to receipt thereof does not constitute acceptance of any terms or conditions other than those set forth herein.

31. **Force Majeure.** This Agreement shall be subject to the provisions of the Force Majeure clause set forth in CLIENT's purchase order, request, or other notice of authorization to proceed are inapplicable to the Work, except when specifically provided for in full on the face of such purchase order, request, or notice of authorization and specifically accepted in writing by WESTON. WESTON's acknowledgment of receipt of any purchase order, request, notice of authorization or WESTON's performance of Work subsequent to receipt thereof does not constitute acceptance of any terms or conditions other than those set forth herein.

32. **Force Majeure.** This Agreement shall be subject to the provisions of the Force Majeure clause set forth in CLIENT's purchase order, request, or other notice of authorization to proceed are inapplicable to the Work, except when specifically provided for in full on the face of such purchase order, request, or notice of authorization and specifically accepted in writing by WESTON. WESTON's acknowledgment of receipt of any purchase order, request, notice of authorization or WESTON's performance of Work subsequent to receipt thereof does not constitute acceptance of any terms or conditions other than those set forth herein.

