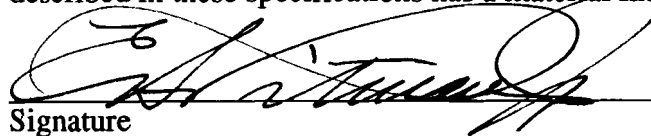


CONFLICT OF INTEREST CERTIFICATE

Bidder must execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either section may result in rejection of this bid proposal.

SECTION I

I hereby certify that no official or employee of the City or independent agency requiring the goods or services described in these specifications has a material financial interest in this company.


Signature

Pitman-Hartenstein & Associates, Inc., Engineers

E.H. Pitman, Jr., President
Name of Official (type or print)

7820 Arlington Expressway, Suite 640
Business Address

Jacksonville, Florida 32211
City, State, Zip Code

SECTION II

I hereby certify that the following named City official(s) and employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest Statements with the Supervisor of Elections, 105 East Monroe Street, Jacksonville, Duval County Florida, prior to bid opening.

Name	Title or Position	Date of Filing
N/A	N/A	N/A

PUBLIC OFFICIAL DISCLOSURE

Section 126.111 of the Purchasing Code requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract. Please provide disclosure, if applicable with bid.

Public Official _____

Position Held _____

Position or Relationship with Bidder _____

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract no. O'Neill Drainage Basin Study.
2. This sworn statement is submitted by Pitman-Hartenstein & Associates, Inc., Engineers whose business address is 7820 Arlington Expressway, Suite 640, Jacksonville, Florida 32211 and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2695553 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).
3. My name is E.H. Pitman, Jr., P.E. and my relationship to entity named above is President.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 283.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person.. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (Indicate which statement applies).

XXX Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

There has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (Attach a copy of the final order).

 The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list (Please attach a copy of the final order.)

 The person or affiliate has not been placed on the convicted vendor list (Please describe any action taken by or pending with the Department of General Services.)


E.H. Pitman, Jr., P.E.

June 27, 1994

STATE OF FLORIDA

COUNTY OF DUVAL

PERSONALLY APPEARED BEFORE ME, the undersigned authority E.H. Pitman, Jr., P.E., who, after first being sworn by me,

affixed his/her signature in the space provided above on this 27th day of June, 1994


Darlene Ryan
NOTARY PUBLIC



DARLENE RYAN
COMMISSION # CC 310812
EXPIRES SEP 17, 1997
Atlantic Bonding Co., Inc.
800-732-2245



May 18, 1994

Mr. William Lecher, P.E.
Nassau County Engineer
2290 South 8th Street
Fernandina Beach, Florida 30234

Re: Additional Design Services Revised Proposal
Engineering Study and Conceptual Design Phase
O'Neil Area Drainage Basin Study
Nassau County, Florida
PH&A Project No.: M-881

Dear Mr. Lecher:

This proposal is submitted and upon approval shall serve as Project Authorization for the Engineering Study and Conceptual Design Phase for the O'Neil Area Drainage Basin Study as described in the Scope of Services and in accordance with Attachments A, B, C included herein.

The following is a scope of work and method of payment to be used for each task to be completed as a part of this proposal:

SCOPE OF SERVICES

I. Project Scope

The intent of this project is to perform a study/conceptual design to upgrade the existing drainage system and provide a positive outfall for the O'Neil area drainage basin.

B. The project limits are as follows:

East - SR 107
West - Lofton Creek
North - SR 200/A-1-A
South - South of Marc Anthony Road



Mr. William Lecher, P.E.
May 18, 1994
Page 2

C. The consultant's services will result in conceptual drawings, sketches, and other documents needed for the County to determine the scope and feasibility of the project for the final design and construction.

D. Consultant's services on the project shall be in three (3) phases -- Feasibility Study/Conceptual Design, and Final Design and Construction, with separate negotiations and fee for each phase. The original agreement for consultant's services shall be for the Feasibility Study/Conceptual Design Phase only. At the County's options, and after negotiation of mutually satisfactory terms, the Consultant's services may be extended to include design and construction phases upon completion of the study phase.

II. Project Requirements

A. Field survey/topographic drainage map preparation requirements:

1. Establish horizontal and vertical control along the roadways adjacent to the drainage basin study area, most notable State Road No. 107 and State Road No. A-1-A, using existing monumentation for horizontal control data and the Temporary Bench Mark (Mean Sea Level datum (shown on the construction plans for Nassau Lakes Subdivision for vertical control;
2. Obtain cross sections of the drainage basin area, on a stationing not to exceed 200 foot intervals, with elevations every 50 feet along the sections; surveyed area to include the apparent, obvious extent of the basin, locating obvious water marks of previous flooding and current water elevations; survey to encompass the basin from the south right-of-way t State Road A-1-A southerly to the bridge crossing State Road No. 107 (approximately 2 miles to the south);
3. Locate and identify any readily visible drainage ditching, swales, and/or drainage pipe data coming into or leaving the basin area; locate and identify the same drainage data along the portion of State Road No. 107 that affects the basin and Easterly and Westerly along State Road No. A-1-A for approximately 1000 feet in each direction from the existing culvert crossing the basin;
4. Provide pavement crown locations and elevations at 200 foot stations along State Road No., 107; these pavement elevations will determine the horizontal extent of our Westerly locations of the drainage basin as the controlling vertical factor for our locations;
5. Provide sufficient vertical locations of the existing drainage structures within the Nassau Lakes Subdivision to insure that construction of the storm drainage system is within substantial compliance with the engineering plans as furnished; provide visual locations of the overflow areas for the two lakes within the subdivision and provide

visual confirmation that the two lakes are approximately of the size and shape as indicated on the quad map/engineering plans;

6. Deliverables to be a Map of Limited Topographical Survey to include the areas as discussed above, based on an electronic scanning of the available tax panel maps as obtained from the Nassau County Property Appraiser's office with our survey data overlaid at a map scale of 1" = 200'; provide your office with six (6) sets of certified blueline prints and one (1) floppy disk of our work in an AutoCadd format.

B. Feasibility Study/Conceptual Design Requirements:

1. Provide a preliminary investigation of the drainage basin area to determine flow patterns, basin sizes, obvious problems and other visual features of the project. Review existing and future plans for development within the study area.
2. Study and investigate existing drainage features to determine the cause of stormwater problems within the project limits and prepare a drainage map detailing these findings.
3. Determine and evaluate proposed drainage improvements including the conceptual placement, type and sizing of stormwater management facilities for preliminary County review. Conform all drainage recommendations with the County standards and the regulations and policies of jurisdictional permitting agencies.
4. Prepare Final Engineering Report which will include drainage calculations for existing and conceptual stormwater improvements plan for the County approved alternative, conceptual utility relocation plan, permit requirements, a determination of conceptual construction cost estimates and a right-of-way requirement estimate plan. All work within the project limits shall be coordinated with existing or future facilities which may be owned or operated by all public and private utilities in the area.
5. Identify all permits which may be required for construction and evaluate the likelihood and/or difficulties in obtaining each permit.

III. Time Schedule

The Consultant shall follow the time schedule listed below:

1. Preliminary Submittal (including Drainage Study and Conceptual Design) -- 60 days from date of Notice to Proceed.

Mr. William Lecher, P.E.
May 18, 1994
Page 4

2. Complete Feasibility Study/Conceptual Design (including Final Engineering Report) -- 45 days after review of Preliminary Submittal by the County.

IV. Meetings/Conferences To Be Attended By The Consultant

- ◆ One (1) pre-design meeting with County staff.
- ◆ Up to two (2) intermediate submittal review meetings with County staff.
- ◆ One (1) final submittal meeting with County staff.
- ◆ Preliminary permitting requirements determination meeting with the St. Johns River Water Management District, the Florida Department of Environmental Protection and U.S. Army Corps of Engineers.

V. Notice to Proceed

No work on this project shall be performed until a contract has been executed and a Notice to Proceed is issued which specifically authorizes such work.

METHOD OF PAYMENT

Compensation for work completed for Additional Services as outlined in the Scope of Services and detailed in Attachment "A" will be paid for each task as listed therein. These fees are broken down as follows:

TASK 1	Surveying Services - Lump Sum	\$12,000.00
TASK 2	Engineering Services - Lump Sum	<u>\$33,022.00</u>
	TOTAL AMOUNT:	<u>\$45,022.00</u>

INVOICING:

Monthly invoices will be prepared and presented to the County Engineer for payment. Payment for work completed on a lump sum basis will be calculated in accordance with percent complete. Payment is due within 30 days of date of invoice.

SCHEDULE OF COMPLETION:

Work on this project will commence immediately upon approval of this Project Authorization.

Mr. William Lecher, P.E.
May 18, 1994
Page 5

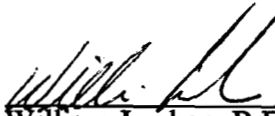
CONCLUSION:

Thank you for the opportunity to continue to serve Nassau County. We look forward to the successful completion of this project.

Sincerely,

E. H. Pitman, Jr., P.E.
President

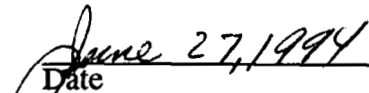
APPROVAL:



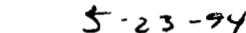
William Lecher, P.E.
Nassau County Engineer
Inc.



E.H. Pitman, Jr., P.E.
Pitman-Hartenstein & Associates,



Date



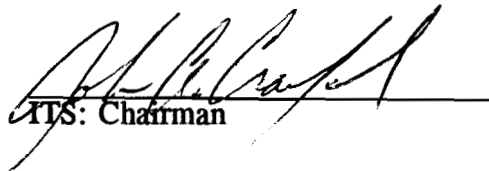
Date

Attest:


Board of County Commissioners



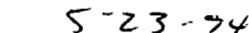
Title:



ITS: Chairman



Date



Date

ATTACHMENT "A"

CONTRACT FEE SUMMARY FOR ENGINEERING DIVISION

NASSAU COUNTY, FLORIDA

Part I - General				
1. Project O'NEIL AREA DRAINAGE BASIN ENGINEERING STUDY			2. Proposal Number M-881	
3. Name of Consultant PITMAN - HARTENSTEIN & ASSOC., INC.			4. Date of Proposal 18-May-94	
Part II - Labor Related Costs				
5. Direct Labor	Hourly rate	Estimated hours	Estimated cost	TOTALS
0.0% Principal	\$31.25	0	\$0.00	
11.2% Project Manager	\$25.00	72	\$1,800.00	
47.8% Design Engr. / Arch.	\$21.00	308	\$6,468.00	
37.3% Cadd Designer / Senior Technician	\$14.50	240	\$3,480.00	
3.7% Clerical	\$10.00	24	\$240.00	
			\$0.00	
Total Direct Labor (Total Manhours = 644)				\$11,988.00
6. Overhead (combined fringe benefit & administra = Overhead Rate (150%) x Item 5				\$17,982.00
7. SUBTOTAL: Labor + Overhead (Item 5 +Item 6)			\$29,970.00	
8. PROFIT: Labor Related Costs (Item 7 x 10%)			\$29,970.00 x 10.00%	\$2,997.00
Labor Related Lump Sum Costs Sub-Total				\$32,967.00
Part III - Other Costs				
9. Miscellaneous Direct Costs(lump sum)				
Mylar Reproducibles	0 SHEETS AT	\$11.00 PER EA	\$0.00	
Sepia Reproducibles	0 SHEETS AT	\$3.25 PER EA	\$0.00	
Bluelines	20 SHEETS AT	\$1.25 PER EA	\$25.00	
Photocopies	250 SHEETS AT	\$0.12 PER EA	\$30.00	
CADD	240 Hrs. x	\$0.00 \$ per hour	\$0.00	
Other				
Miscellaneous Lump Sum Costs Sub-Total				\$55.00
10. Subcontract Costs (Lump Sum)				
Engineering Survey			\$12,000.00	
Sub-Contract Lump Sum Costs Sub-Total				\$12,000.00
11. REIMBURSABLE COSTS (limiting amount)				
Reimbursable Costs Sub-Total				
TOTAL LUMP SUM AMOUNT (Items 5,6,7,8,9 & 10)				\$45,022.00
TOTAL REIMBURSABLE AMOUNT (Item 11)				\$0.00
TOTAL CONTRACT AMOUNT				\$45,022.00

MAN HOUR ESTIMATE REVIEW SHEET						DATE	18-May-94
Project Title:	O'NEIL AREA DRAINAGE BASIN ENGINEERING STUDY			Client: NASSAU COUNTY, FLORIDA			
Man Hour Estimate	Principal In Charge	Project Manager	Design Engineer	CADD Design/ Sr. Technician	Clerical		
I. Preliminary Investigations:							
SURVEY SUPPORT/FIELD VERIFICATIONS			24				
REVIEW EXISTING ENGINEERING DATA		0	8				
Preliminary Investigation Total>>	0	0	32	0	0		
II. Drainage Investigation Study:							
PREPARE EXISTING DRAINAGE MAP			20	40			
DEVELOP MODEL & ANALYSE EXISTING DRAINAGE SYSTEM		4	40				
Drainage Investigation Total>>	0	4	60	40	0		
III. Conceptual Design:							
DEVELOP PROPOSED DRAINAGE REMEDIATION ALTERNATIVES		2	20				
ANALYSE PROPOSED ALTERNATIVES		2	40				
PREPARE CONCEPTUAL PLANS		2	16	80			
Conceptual Design Total>>	0	6	76	80	0		
IV. Permit Coordination :							
MEET WITH PERMITTING AGENCIES		8	8				
Permitting Total>>	0	8	8	0	0		
V. Final Engineering Report							
PREPARE FINAL ENGINEERING REPORT		8	40	40	24		
Final Engineering Report Total>>	0	8	40	40	24		
VI. County Project Coordination Including Meetings							
Coordination >>		16	16				
VII. Quality Assurance/Quality Control-QA/QC (5% Of Total Manhours):							
QC/QC Review>>		24					
MAN-HOUR TOTALS>>	0	72	308	240	24		0

**ATTACHMENT B
SCHEDULE OF PROPOSED RATES**

1. Average hourly Direct Labor rates (without fringe benefits)

<i>Principal (Partner Senior Officer)</i>	<i>\$31.25</i>
<i>Project Manager (Responsible Professionals)</i>	<i>\$25.00</i>
<i>Design Engineer or Architect (Registered)</i>	<i>\$21.00</i>
<i>Drafter or CADD Operator</i>	<i>\$14.50</i>
<i>Field Inspector</i>	<i>\$15.00</i>
<i>Clerical (Typist, Word Processor)</i>	<i>\$10.00</i>

2. Total Overhead Rate (to be applied to Direct Labor: (150% Maximum) 150%

3. Profit Rate (to be applied to Direct Labor plus Overhead: (10% Maximum) 10%

4. Cost of 3-man survey crew per 10 hour day (if applicable) \$1,000.00

5. Other Direct Project Cost per Unit (please specify)

<i>Blue-line Prints</i>	<i>\$1.25 per sheet</i>
<i>Mylars</i>	<i>\$11.00 per sheet</i>
<i>Photocopies</i>	<i>\$0.012 per sheet</i>
<i>CADD Time</i>	<i>\$24.00 per sheet</i>

6. Estimate percent of total fee to be performed by subconsultants. N/A

7. Please provide any other relevant rates that may apply to this project including average direct hourly rates for other categories of proposed personnel. N/A

ATTACHMENT C

GENERAL TERMS AND CONDITIONS

1. SCOPE OF WORK:

Pitman-Hartenstein & Associates, Inc. Engineers (PH&A) shall perform the services defined in this contract and shall invoice the Client at those rates shown on the attached fee schedules. Any estimate of cost to the Client as stated in this contract shall not be considered as a fixed price, but only an estimate (unless otherwise specifically stated in this contract). PH&A will provide additional services under this contract as requested by the Client and invoice the Client for those additional services at standard rates. The rates shown will be valid for forty-five (45) days unless otherwise stated in the proposal.

2. RIGHT OF ENTRY:

The Client will provide for right of entry of PH&A personnel and all necessary equipment, in order to complete the work.

While PH&A will take reasonable precautions to minimize any damage to the property, it is understood by the Client that in normal course of work some damage may occur, the correction of which is not part of this agreement.

3. INVOICES:

PH&A will submit invoices to Client monthly and a final bill upon completion of services. Payment is due upon presentation of invoice. If payment is not received within thirty days from the invoice date, Client agrees to pay a finance charge on the principal amount of the past due account of one and one-half percent per month. If one and one-half percent per month exceeds the maximum allowed by law, the charge shall automatically be reduced to the maximum legally allowable.

In the event Client requests termination of the services prior to completion, the Client shall pay all charges incurred through the date services are stopped plus any shutdown costs. If during the execution of the services, PH&A is required to stop operations as a result of changes in the scope of services such as requests by the Client or requirements of third parties, additional charges will be applicable as negotiated at such time.

4. OWNERSHIP OF DOCUMENTS:

All reports, plans, specifications, calculations, estimates and other documents prepared by PH&A, as instruments of service, shall remain the property of PH&A.

Client agrees that all plans, specifications, reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose whatsoever.

PH&A will retain all pertinent records relating to the services performed for a period of two (2) years following submission of the plans, during which period the records will be made available to the Client at his expense and at all reasonable times.

5. DISPUTES:

If either party commences an action against the other to enforce any of the terms of this Agreement or because of the breach by either party of any of the terms hereof, the losing or defaulting party shall pay to the prevailing party its reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action. The term "prevailing party" means the party obtaining substantially the relief sought, whether by compromise, settlement or judgment.

6. STANDARD OF CARE:

The only warranty or guarantee made by PH&A in connection with the services performed hereunder, is that we will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by our proposal for consulting services or by our furnishing oral or written reports.

7. LIMITATION OF LIABILITY:

The owner agrees to limit PH&A's liability to the owner and all construction contractors and subcontractors on the project arising from professional acts, errors or omissions, such that the total aggregate liability of PH&A to all those named shall not exceed \$15,000 or PH&A's total fee for the services rendered on the project, whichever is greater. The owner further agrees to require the contractor and his subcontractors an identical limitation of PH&A's liability for damages suffered by the contractor and his subcontractor arising from PH&A's professional acts, errors or omissions. Neither the contractor nor any of his subcontractors assumes any liability for damages to others which may arise on account of PH&A's professional acts, errors or omissions. If Client prefers to have higher limits on professional liability, PH&A agrees to increase the limits up to a maximum of \$500,000 upon Client's written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of \$40,000. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

8. INSURANCE:

PH&A represents and warrants that it is protected by worker's compensation insurance and that PH&A has such coverage under error and omission liability, public liability and property damage insurance policies which PH&A deems to be adequate. Certificates for all such policies of insurance may be provided to Client upon request. PH&A shall save and hold Client harmless from and against loss, damage or liability arising from negligent acts by PH&A. PH&A shall not be responsible for any loss, damage or liability arising from any acts by Client, its agents, staff and other consultants employed by it.

9. FIELD MONITORING AND TESTING:

Client agrees that PH&A will not be expected to make exhaustive or continuous on-site inspections but that periodic observations appropriate to the construction stage shall be performed as required to perform and complete PH&A's work in accordance with the standards applicable to the engineering profession in Florida. The Client further agrees that PH&A will not assume responsibility for the Contractor's means, methods, techniques, sequences, or procedures of construction, and it is understood that the field services provided by PH&A will not relieve the contractor of his responsibilities for performing the work in accordance with the plans, specifications, design concepts, local, state or federal building permits and codes. Continuous monitoring by our employees does not mean that PH&A is observing placement of all materials. Full-time inspection means that an employee of PH&A has been assigned for eight-hour days during regular business hours.

10. SAFETY:

Should PH&A provide observations or monitoring services at the job site during construction, Client agrees that, in accordance with the generally accepted construction practice, 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. These requirements will apply continuously and will not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by PH&A does not include review of the adequacy of the contractor's safety measures, in, on, adjacent to, or near the construction site.

11. TOXIC AND/OR HAZARDOUS SUBSTANCES:

Client agrees to advise PH&A in writing, prior to beginning work, of any toxic and/or hazardous substances on or near the site. PH&A agrees to advise client of its knowledge of any such substances during the course of the work. Client hereby authorized PH&A to notify appropriate regulatory agencies if toxic and/or hazardous substances are present and in PH&A's professional opinion may have a public health impact.

12. PERMITTING/ZONING:

The Client is herein notified that several City, State and Federal environmental, zoning, construction and regulatory permits may be required for this project. PH&A will assist the Client in preparing these permits at the Client's direction. However, the Client acknowledges that it has responsibility for submitting obtaining and abiding by all required permits. Furthermore, the Client holds PH&A harmless from any losses or liabilities resulting from such permitting or regulatory action.

13. GOVERNING LAW:

This agreement shall be governed in all respects by the laws of the State of Florida.

14. CONTAMINATED MATERIALS RISK:

The Client recognizes that there are inherent risks in contamination remediation or reduction projects. The Client also recognizes that the state of practice used by PH&A in performing the Work and the requirements and standards of governmental agencies are changing and evolving, particularly with respect to contamination materials, and waste remediation standards, and that the standards applicable to the Work to be performed by PH&A may change subsequent to the performance of the Work because of improvements in the state of practice and/or changes in governmental requirements.