



**LAW**

ENGINEERING AND ENVIRONMENTAL SERVICES

November 1, 1995

City of Fernandina Beach  
2290 State Road 200  
Fernandina Beach, Florida 32034

Attention: Mr. Jack D'Amato  
Public Works Director

SUBJECT: **Proposal for Asbestos Survey, Lead Paint Testing**  
Nassau County Courthouse and Annex  
Fernandina Beach, Florida  
Law Engineering Proposal No. 95-1828A

Dear Mr. D'Amato:

Law Engineering, Inc. (LAW) is pleased to provide this proposal for an asbestos survey and lead paint testing for the Nassau County Courthouse and Annex located in Fernandina Beach, Florida. The purpose of this survey will be to identify, sample, and analyze suspect materials for the presence of asbestiform minerals and perform testing using X-Ray Fluorescence for leaded paint. We have included in this proposal our understanding of the project information, our proposed scope of services, our fee, and our schedule. LAW has performed many similar asbestos surveys and lead paint testing on similar buildings. This experience combined with our qualified staff and other resources will allow the survey to be performed in a timely, professional manner.

### **Project Information**

This proposal is based on information provided by Mr. D'Amato and Mr. Bob Hoenshel of PQH Architects and presents our approach to providing an asbestos survey and lead paint testing using our materials engineering capabilities and knowledge of construction. We understand the Courthouse is a two-story structure built around 1954 and has a two-story annex built in the 1960's. The Courthouse has a crawlspace while the Annex is on a graded slab.

We understand that you desire an asbestos survey and lead paint testing be performed on the above referenced buildings as part of renovation planning. It is also our understanding that the survey is to be conducted as soon as possible.

The tasks which represent our scope of services are further detailed in the following paragraphs.

### **Task 1 - Asbestos Survey**

Several distinct steps are included in a well-executed asbestos survey. A review of building plans and specifications, if available, is initially performed to determine the type of construction used, and materials specified. A visual survey of the readily assessable areas of the building, including its spray-applied finishes, ventilation systems, areas above suspended ceilings and mechanical areas will then be conducted. Suspect asbestos-containing materials (ACM) will be noted during the survey.

LAW ENGINEERING, INC.

3901 CARMICHAEL AVENUE • JACKSONVILLE, FL 32207  
(904) 369-5173 • FAX (904) 399-3176 OR 396-5703

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After suspect materials are delineated, our on-site representative will develop a sampling strategy to obtain samples. Bulk samples (35 samples have been assumed for this proposal) will be collected and returned to our in-house laboratory for analysis using Polarized Light Microscopy (PLM) coupled with dispersion staining as outlined in U.S. Environmental Protection Agency (EPA) procedures. Our laboratory has attained accreditation No. 1515 from the National Voluntary Laboratory Accreditation Program. Sampling of roofing materials will not be performed on the buildings unless specifically authorized by you. Should you want LAW to obtain roof samples, we recommend that you provide a roofing contractor to patch sampled areas so that any roof warranties are not voided.

At the completion of our site sampling and laboratory services, a report will be issued presenting our findings. The report will be divided into sections identifying the various aspects of our sampling program. These sections will present the results of our visual survey and our bulk sampling. The bulk sampling results will include the content, type and location of the ACM (e.g., 30% Chrysotile, hot water line, 4th floor, east side). Recommendations will also be provided in the report.

#### Task 2 - Limited Lead-Based Paint Testing

We will test for lead based paint within and on the exterior of the two structures. Based on similar previous projects, we estimate approximately 75-100 test locations per building. We propose to obtain paint data using a portable X-Ray Fluorescence (XRF) Analyzer.

Law Engineering will utilize the FA1C XRF "Spectrum Analyzer" manufactured by the SCITEC Corporation. The equipment incorporates universal automation substrate correction software, which eliminates the need for repetitive readings or surface scraping to bare substrate in most cases. However, for quality control purposes, a minimum of four paint chip samples will be obtained during the project for laboratory analysis.

A separate report will be issued explaining the test procedures used. Results and sampling locations will be presented in tabular form.

#### **Additional Services**

In the event you should require additional services related to this project as a result of the presence of ACM, or lead paint LAW can provide services for the preparation of a Project Manual (includes Specifications and Drawings) containing the necessary documents to execute the work for proper abatement of the asbestos-containing materials or lead paint. Also, LAW can provide abatement air monitoring and contractor work observation services during the abatement process. A proposal for these services can be submitted at your request at the appropriate time.

**Schedule**

Based upon our present schedule we can begin this survey within 5 to 7 working days after we receive authorization to proceed.

The on-site services will require approximately two working days to complete. Upon completion of the visual survey, and sampling, a verbal report of our findings will be available within 5 working days. A written report summarizing our findings and recommendations will be sent to you within two weeks from our notice to proceed. If this schedule is not acceptable, please contact us so that we can discuss a schedule that is mutually agreeable. Verbal lead results will be reported the day after the completion of the field testing.

**Fee Estimate**

Task I - Asbestos Survey and Report	.....	\$2,300.00
(Based on obtaining up to a maximum of 35 material samples)		
Task II - Limited Lead Paint Testing and Report	.....	\$1,800.00
(Based on obtaining test from up to 200 locations including 4 quality control samples)		

Total ..... \$4,100.00

Fees for Task I and Task II services are Lump Sum. Fees associated with any additional services will be invoiced in accordance with the attached Schedule of Fees. Based on our understanding of the project requirements, we will not exceed \$4,100 without a change on the scope of services and written authorization from you.

We have assumed that readily accessible areas of the building will be made available to us at the time of the survey.

**Authorization**

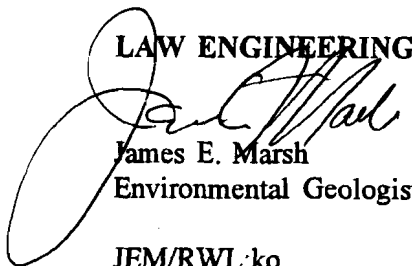
To authorize us to proceed with the asbestos survey and to make this proposal, our statement of General Conditions, and other enclosures, the agreement between us, please execute the attached Proposal Acceptance Sheet and return the original to us.

You may also authorize us to begin the proposed services by issuing us a purchase order. If you elect to issue a purchase order, please cross-out and initial wording that does not apply to professional service contracts and reference this proposal in the purchase order.

We appreciate the opportunity to submit this proposal and look forward to providing quality environmental services for you.


Sincerely,

**LAW ENGINEERING, INC.**



James E. Marsh  
Environmental Geologist

JEM/RWL:ko



Robert W. Lea, P.E.  
Principal Engineer

Attachments: Proposal Acceptance Sheet  
General Conditions



**LAW**

ENGINEERING AND ENVIRONMENTAL SERVICES, INC.

**PROPOSAL ACCEPTANCE SHEET**

Project Name Nassau County Courthouse and Annex  
Project Location Fernandina Beach, Florida  
Proposal No. and Date 95-1828A - November 1, 1995 LAW Branch Location Jacksonville  
Type of Services Proposal for Asbestos Survey, Lead Paint Testing

**CLIENT**

Name City of Fernandina Beach  
Address 2290 State Road 200  
Fernandina Beach, Florida Zip Code 32034 Phone Number \_\_\_\_\_  
Attention: Jack D'Amato Title \_\_\_\_\_

**FOR APPROVALS OR PAYMENT**

Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_ Zip Code \_\_\_\_\_ Phone Number \_\_\_\_\_

**SPECIAL INSTRUCTIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

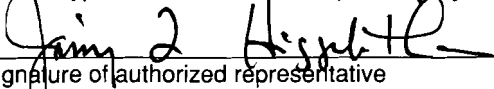
**PROPOSAL ACCEPTANCE**

The Terms and Conditions of this Proposal, including the terms and conditions on this and the reverse side hereof:

Accepted this 4th day of Dec. 19 95

Nassau County Board of County Commissioners

Print or type individual, firm or corporate body name

  
Signature of authorized representative

Jimmy L. Higginbotham, Chairman

Print or type name of authorized representative and title

**TERMS AND CONDITIONS**

1. **SERVICES TO BE PROVIDED.** Law Engineering and Environmental Services, Inc., through and by its officers, employees and subcontractors, (hereinafter LAW) is an independent consultant and agrees to provide Client, for its sole benefit and exclusive use, consulting services set forth in our proposal. No third party beneficiaries are intended by this Agreement.

2. **PAYMENT TERMS.** Client agrees to pay LAW's invoice upon receipt. If payment is not received within 30 days from the Client's receipt of LAW's invoice, Client agrees to pay a service charge on the past due amount at the greater of 1% per month or the allowable legal rate, including reasonable attorney's fees and expenses if collected through an attorney. No deduction shall be made from LAW's invoice on account of liquidated damages unless expressly included in the Agreement. After five days prior notice to Client, LAW may suspend services until paid on any project where payment of invoiced amounts not reasonably in dispute is not received by LAW within 60 days of Client's receipt of LAW's invoice. Client receipt of invoice will be presumed three days after mailing by LAW first class, with adequate postage attached. Time is of the essence of this provision.

Either party may terminate this Agreement without cause upon 30 days prior written notice. This Agreement will terminate automatically upon the insolvency of Client. In the event Client requests termination prior to completion of the proposed services, Client agrees to pay LAW for all reasonable charges incurred to date and associated with termination of the work.

3. **STANDARD OF CARE.** LAW will perform its services using that degree of care and skill ordinarily exercised under similar conditions by reputable members of LAW's profession practicing in the same or similar locality at the time of service. NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED BY OUR PROPOSAL OR BY OUR ORAL OR WRITTEN REPORTS.

4. **INSURANCE.** LAW maintains insurance coverage as follows:

- a. Worker's Compensation Insurance - statutory.
- b. Employer's Liability Insurance - \$1,000,000.
- c. Commercial General Liability Insurance - \$2,000,000/\$3,000,000.
- d. Automobile Liability Insurance - \$2,000,000 CSL.
- e. Excess Umbrella - \$1,000,000 (on c & d).
- f. Professional Errors & Omission - \$1,000,000 claims-made.

5. **PROFESSIONAL LIABILITY.** FOR ADDITIONAL CONSIDERATION FROM LAW OF \$10.00, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, CLIENT AGREES THAT LAW'S LIABILITY, AND THAT OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUBCONTRACTORS, TO CLIENT OR ANY THIRD PARTY DUE TO ANY NEGLIGENT PROFESSIONAL ACTS, ERRORS OR OMISSIONS OR BREACH OF CONTRACT BY LAW WILL BE LIMITED TO AN AGGREGATE OF \$50,000 OR LAW'S TOTAL CHARGES, WHICHEVER IS GREATER. IF CLIENT PREFERS TO HAVE HIGHER LIMITS OF PROFESSIONAL LIABILITY, LAW AGREES TO INCREASE THE AGGREGATE LIMIT, UP TO A MAXIMUM OF \$1,000,000, UPON CLIENT'S WRITTEN REQUEST AT THE TIME OF ACCEPTING OUR PROPOSAL, PROVIDED CLIENT AGREES TO PAY AN ADDITIONAL CONSIDERATION OF TEN PERCENT OF LAW'S TOTAL CHARGES, OR \$500, WHICHEVER IS GREATER. THE ADDITIONAL CHARGE FOR THE HIGHER LIABILITY LIMIT IS BECAUSE OF THE GREATER RISK ASSUMED BY LAW AND IS NOT A CHARGE FOR ADDITIONAL PROFESSIONAL LIABILITY INSURANCE. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

6. **SITE OPERATIONS.** Client will arrange for right-of-entry to the property for the purpose of performing project management, studies, tests and evaluations pursuant to the agreed services. Client represents that it possesses necessary permits and licenses required for its activities at the site.

LAW's field personnel are trained to initiate field testing, drilling and/or sampling within a reasonable distance of each designated location. LAW's field personnel will avoid hazards or utilities which are visible to them at the site. If LAW is advised in writing of the presence or potential presence of underground or overground obstructions, such as utilities, we will give special instructions to our field personnel. LAW is not responsible for any damage or loss due to undisclosed or unknown surface or subsurface conditions owned by Client or third parties, except to the extent such damage or loss is a result of LAW's negligence. Otherwise, Client agrees for the additional consideration of \$1.00, to indemnify LAW, its directors, officers, employees, agents and subcontractors, from any such claims, suits or losses, including related reasonable attorney's fees.

LAW will take reasonable precautions to minimize damage to the property caused by our operations. Unless otherwise stated in LAW's proposal, our charges do not include cost of restoration due to any related damage which may result. If Client requests LAW to repair such damage, we will do so at an appropriate additional cost.

Field tests or boring locations described in LAW's report or shown on sketches are based on specific information furnished by others or estimates made in the field by our personnel. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in our proposal or report.

7. **FIELD REPRESENTATIVE.** The presence of LAW's or its subcontractor's field personnel, either full-time or part-time, may be for the purpose of providing project administration, assessment, observation and/or field testing of specific aspects of the project as authorized by Client. Should a contractor(s) not retained by LAW be involved in the project, Client will advise such contractor(s) that LAW's services do not include supervision or direction of the means, methods or actual work of the contractor(s), his employees or agents. Client will also inform contractor that the presence of LAW's field representative for project administration, assessment, observation or testing will not relieve the contractor of its responsibilities for performing the work in accordance with the plans and specifications.

If a contractor (not a subcontractor of LAW) is involved in the project, Client agrees, in accordance with generally accepted construction practices, that the contractor will be solely and completely responsible for working conditions on the job site, including security and safety of all persons and property during performance of the work, and compliance with all Client safety requirements and OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. It is agreed that LAW will not be responsible for job or site safety or security on the project, other than for LAW's employees and subcontractors, and that LAW does not have the duty or right to stop the work of the contractor.

8. **UNFORESEEN CONDITIONS OR OCCURRENCES.** It is possible that unforeseen conditions or occurrences may be encountered at the site which could substantially alter the necessary services or the risks involved in completing LAW's services. If this occurs, LAW will promptly notify and consult with Client, but will act based on LAW's sole judgment where risk to LAW personnel is involved. Possible actions could include:

- a. Complete the original Scope of Services in accordance with the procedures originally intended in our Proposal, if practicable in LAW's judgment;
- b. Agree with Client to modify the Scope of Services and the estimate of charges to include study of the unforeseen conditions or occurrences, with such revision agreed to in writing;
- c. Terminate the services effective on the date specified by LAW in writing.

9. **SAMPLE DISPOSAL.** Test specimens or samples generally are consumed or substantially altered during testing and any remnants are disposed of immediately upon completion of tests. Remaining drilling samples and other specimens are disposed of 30 days after submission of LAW's report.

- a. **NON-HAZARDOUS SAMPLES.** At Client's written request, LAW will retain preservable test specimens or the residue therefrom for 30 days after submission of our report free of storage charges. After the initial 30 days and upon Client's written request, LAW will use its best efforts to retain test specimens or samples but only for a mutually acceptable storage charge and period of time. Client agrees that LAW is not responsible or liable for any loss of test specimens or samples retained in storage.
- b. **\* HAZARDOUS OR POTENTIALLY HAZARDOUS SAMPLES.** In the event that test samples contain toxic or hazardous constituents as defined by applicable law, upon completion of any testing and temporary storage by LAW and per Client's stated preference, LAW will: 1) return such samples to Client for proper disposal; 2) using a manifest signed by Client as generator and at additional cost, have such samples transported to a location selected by Client for proper final disposal; or 3) at an additional charge per sample, dispose of such samples at a properly licensed disposal facility. Client agrees to pay all costs associated with the storage, transport, and disposal of such samples. Client recognizes and agrees that LAW is acting as a bailee and at no time assumes title to said materials.

10. **WASTE DISPOSAL.** If Client requests LAW to containerize drilling wastes and/or fluids produced by LAW's activity ("Wastes"), Client will provide a secure temporary storage location at or near the project site to prevent tampering with such containerized Wastes. Non-hazardous Wastes will be disposed of by LAW for an additional charge at an appropriately licensed facility. Any hazardous Wastes will be disposed of under manifest executed by Client at any properly licensed facility selected by Client with LAW's assistance. At no time will LAW take title to such hazardous Wastes.

11. **\* CLIENT DISCLOSURE.** Client agrees to advise LAW upon execution of this Agreement of any hazardous substance or any condition, known or that reasonably should be known by Client, existing in, on, or near the site that presents a potential danger to human health, the environment, or LAW's equipment. Client agrees to provide LAW continuing related information as it becomes available to the Client. By virtue of entering into this Agreement or providing services hereunder, LAW does not assume control of or responsibility as an operator or otherwise for the site or the person(s) in charge of the site, or undertake responsibility for reporting to any federal, state or local public agencies any conditions at the site that may present a potential danger to public health, safety or the environment. Client agrees under advice of its counsel to notify the appropriate federal, state or local public agencies as required by law; or otherwise to disclose, in a timely manner, any information that may be necessary to prevent damage to human health, safety, or the environment.

12. **\* ENVIRONMENTAL INDEMNITY.** In connection with toxic or hazardous substances or constituents and to the maximum extent permitted by law, for separate and valuable consideration of \$1.00, Client agrees to defend, hold harmless and indemnify LAW from and against any and all claims, liabilities, or judgments, except to the extent finally determined as being caused by LAW's negligence or willful misconduct, resulting from:

- a. Client's violation of any federal, state, or local statute, regulation or ordinance relating to the management or disposal of toxic or hazardous substances or constituents;
- b. Client's undertaking of or arrangement for the handling, removal, treatment, storage, transportation or disposal of toxic or hazardous substances or constituents found or identified at the site;
- c. Toxic or hazardous substances or constituents introduced at the site by Client or third persons before, during or after the completion of LAW's services;
- d. Allegations that LAW is a handler, generator, operator, treater, storer, transporter, or disposer unless expressly retained by Client for such services under the Resource Conservation and Recovery Act of 1976 as amended or any other similar federal, state or local regulation or law due to the LAW's services; or,
- e. Any third party suit or claim for damages against LAW alleging strict liability, personal injury (including death) or property damage from exposure to or release of toxic or hazardous substances or constituents at or from the project site before, during or after completion of LAW's services under this Agreement.

13. **\* EQUIPMENT CONTAMINATION.** LAW will endeavor to clean our laboratory and field equipment which may become contaminated in the conduct of our services. Occasionally, such equipment cannot be completely decontaminated because of the type of hazards encountered. If this occurs, it will be necessary to dispose of the equipment in a manner similar to that indicated for hazardous samples or waste and to charge Client for the loss. Client agrees to pay the fair market value of any such equipment and reasonable disposal costs.

14. **DOCUMENTS.** LAW will furnish Client the agreed upon number of written reports and supporting documents. These instruments of services are furnished for Client's exclusive internal use and reliance, use of Client's counsel, use of Client's qualified bidders (design services only) and for regulatory submittal in connection with the project or services provided for in this Agreement, but not for advertising or other type of distribution, and are subject to the following:

- a. All documents generated by LAW under this Agreement shall remain the sole property of LAW. Any unauthorized use or distribution of LAW's work shall be at Client's and recipient's sole risk and without liability to LAW. LAW may retain a confidential file copy of its work product and related documents.
- b. If Client desires to release, or for LAW to provide, our report(s) to a third party not described above for that party's reliance, LAW will agree to such release provided we receive written acceptance from such third party to be bound by acceptable terms and conditions similar to this Agreement (e.g. Secondary Client Agreement). Reports provided for disclosure of information only will not require separate agreement. Client acknowledges and agrees to inform such third party that LAW's report(s) reflects conditions only at the time of the study and may not reflect conditions at a later time. Client further acknowledges that such request for release creates a potential conflict of interest for LAW and by this request Client waives any such claim if LAW complies with the request.
- c. Client agrees that all documents furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client or any other entity for any purpose whatsoever. Client further agrees that documents produced by LAW pursuant to this Agreement will not be used for any project not expressly provided for in this Agreement without LAW's prior written approval.
- d. Client shall furnish documents or information reasonably within Client's control and deemed necessary by LAW for proper performance of our services. LAW may rely upon Client-provided documents in performing the services required under this Agreement; however, LAW assumes no responsibility or liability for their accuracy. Client-provided documents will remain the property of Client, but LAW may retain one confidential file copy as needed to support our report.
- e. Upon Client's request, LAW's work product may be provided on magnetic media. By such request, Client agrees that the written copy retained by LAW in its files, with at least one conformed written copy provided to Client, shall be the official base document. LAW makes no warranty or representation to Client that the magnetic copy is accurate or complete, but will correct in good faith any omissions or errors on such media brought to LAW's attention by Client. Any modifications of such magnetic copy by Client shall be at Client's risk and without liability to LAW. Such magnetic copy is subject to all conditions of this Agreement.

15. **CLAIMS.** The parties agree to attempt to resolve any dispute without resort to litigation, including use of mediation, prior to filing of any suit. However, in the event a claim results in litigation, and the claimant does not prevail at trial, then the claimant shall pay all costs incurred in pursuing and defending the claim, including reasonable attorney's fees.

16. **OPINIONS OF COST.** If requested, LAW will use its best efforts and experience on similar projects to provide realistic opinions or estimates of costs for remediation or construction as appropriate based on reasonably available data, LAW's designs or LAW's recommendations. However, such opinions are intended primarily to provide information on the order of magnitude or scale of such costs and are not intended for use in firm budgeting or negotiation unless specifically agreed otherwise, in writing with LAW. Client understands actual costs of such work depend heavily on regional economics, local construction practices, material availability, site conditions, weather conditions, contractor skills, and many other factors beyond LAW's control.

17. **TESTIMONY.** Should LAW or any LAW employee be compelled by law to provide testimony or other evidence by any party, whether at deposition, hearing or trial, in relation to services provided under this Agreement, and LAW is not a party in the dispute, then LAW shall be compensated by Client for the associated reasonable expenses and labor for LAW's preparations and testimony at appropriate unit rates. To the extent the party compelling the testimony ultimately provides LAW such compensation, Client will receive a credit or refund on any related double payments to LAW.

18. **CONFIDENTIALITY.** LAW will maintain as confidential any documents or information provided by Client and will not release, distribute or publish same to any third party without prior permission from Client, unless compelled by law or order of a court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to Client.

19. **GOVERNING LAW.** This Agreement shall be governed in all respects by the laws of the State of Georgia.

20. **PRIORITY OVER FORM AGREEMENTS/PURCHASE ORDERS.** The Parties agree that the provisions of these terms and conditions shall control over and govern as to any form writings signed by the Parties, such as Client Purchase Orders, Work Orders, etc., and that such forms may be issued by Client to LAW as a matter of convenience to the Parties without altering any of the terms or provisions hereof.

21. **SURVIVAL.** All provisions of this Agreement for indemnity or allocation of responsibility or liability between Client and LAW shall survive the completion of the services and the termination of this Agreement.

22. **SEVERABILITY.** In the event that any provision of this Agreement is found to be unenforceable under law, the remaining provisions shall continue in full force and effect.

23. **ASSIGNMENT.** This Agreement may not be assigned by either party without the prior permission of the other.

24. **CONSIDERATION.** The parties agree that the charges for LAW's services are sufficiently adjusted to include any specific consideration payable to Client under these terms and conditions.

25. **INTEGRATION.** This Agreement, the attached documents and those incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties.

\* Applies only if toxic or hazardous substances or constituents are anticipated or encountered.

END OF DOCUMENT