

April 28, 1999

Nassau County
~~City of Fernandina Beach~~
2290 State Road 200
Fernandina Beach, Florida 32034

Attention: Mr. Walt Gossett
County Coordinator

SUBJECT: **Proposal for Asbestos Survey, Lead Paint Testing**
Nassau County Courthouse and Annex
Fernandina Beach, Florida
Law Engineering Proposal No. 99-2444L

Dear Mr. Gossett:

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 (XRF) 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. Rob 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.

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 Lead paint Analyzer (LPA-1) manufactured by the Radiation Monitoring Devices (RMD). 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 per building 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.....	\$2,050.00
(Based on obtaining up to a maximum of 35 material samples)	
Task II - Lead Paint Testing and Report.....	\$1,900.00
(Based on evaluating up to 200 locations including eight quality control paint chip samples)	
Total.....	\$3,950.00

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 \$3,950.00 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.

PROPOSAL ACCEPTANCE SHEET

Project Name Nassau County Courthouse and Annex
 Project Location Fernandina Beach, Florida
 Proposal No. and Date 99-2444L -- 4-28-99 LAW Branch Location Jacksonville
 Type of Services Asbestos Survey, Lead Paint Testing

CLIENT

Name Nassau County Board of County Commissioners
 Address Post Office Box 1010
Fernandina Beach, Florida Zip Code 32035 Phone Number (904) 321-5703
 Attention: J. M. Oxley, Jr. Title Ex-Officio Clerk

FOR APPROVALS OR PAYMENT

Name J. M. Oxley, Jr., C/O Nassau County Finance Office
 Address Post Office Box 4000
Fernandina Beach, FL Zip Code 32035 Phone Number (904) 321-5726

SPECIAL INSTRUCTIONS:

PROPOSAL ACCEPTANCE

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

Accepted this 10th day of June 19 99

Nassau County Board of County Commissioners

Print or type individual, firm or corporate body name

J. H. Cooper
Signature of authorized representative

J. H. Cooper
Print or type name of authorized representative and title

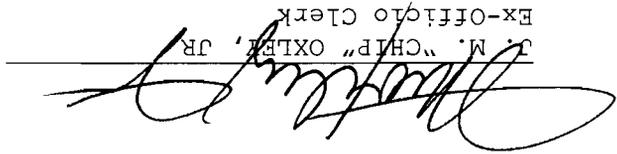
TERMS AND CONDITIONS

- 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.
- 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, plus 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.
- 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.
- INSURANCE.** LAW maintains insurance coverage as follows:
 - Worker's Compensation Insurance - statutory.
 - Employer's Liability Insurance - \$1,000,000.
 - Commercial General Liability Insurance - \$2,000,000/\$3,000,000.
 - Automobile Liability Insurance - \$2,000,000 CSL.
 - Excess Umbrella - \$1,000,000 (on b.c. & d)
 - Professional Errors & Omission - \$1,000,000 claims-made.
- PROFESSIONAL LIABILITY.** FOR ADDITIONAL CONSIDERATION FROM LAW OF \$10.00, ADEQUACY AND 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.
- 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.

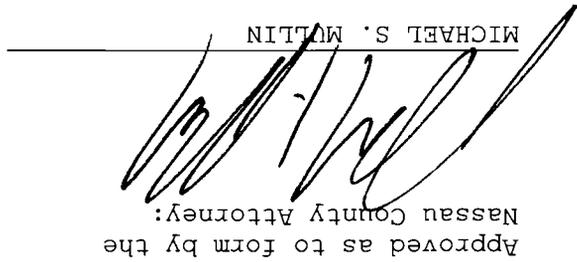
LAW's field personnel are trained to initiate field testing, drilling and/or sampling within a reasonable distance of each designated location. LAW's field personnel will avoid hazards or utilities which are visible to them at the site. If LAW is advised in writing of the presence or potential presence 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.

ATTEST:



J. M. "CHIP" OXLEY, JR.
Ex-Officio Clerk

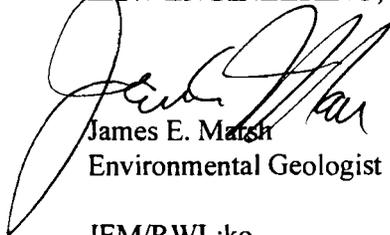
Approved as to form by the
Nassau County Attorney:


MICHAEL S. MULLIN

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

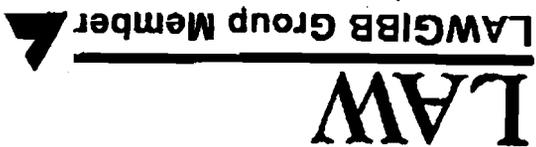


Robert W. Lea, P.E.
Principal Engineer

JEM/RWL:ko

Attachments: Proposal Acceptance Sheet
General Conditions

RECEIVED
OFFICE OF CLERK OF COURTS
NASSAU COUNTY, FLORIDA
99 JUN 11 AM 10:00



3901 Carmichael Avenue
Jacksonville, Florida
(904) 396-5173

FACSIMILE TRANSMITTAL SHEET

To: Mr. J.M. Oley JR

Company: Nassau County

Fax Number: 321-578

Subject: Notice to Proceed

No. pages transmitted (incl. cover) 2

CC: _____

Urgent _____ For Review _____ Please Comment _____ Please Reply _____ Please Recycle _____

COMMENTS:

Acknowledgment of receipt of NTP
(Have copy to follow)

CONFIDENTIALITY NOTICE: This message is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original message to us at the above address via the U.S. Postal Service. Thank you.

If transmission is not received in good order, please call

NOTICE TO PROCEED

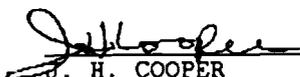
TO: **LAW ENGINEERING & ENVIRONMENTAL SERVICES, INC.**
3901 CARMICHAEL AVENUE
JACKSONVILLE, FLORIDA 32207

Date: May 27, 1999

Project: Asbestos Survey & Lead Paint Testing
Historic Courthouse & Annex
416 Centre Street
Fernandina Beach, Florida

You are hereby notified to commence work in accordance with the Agreement between Law Engineering and Environmental Services, Inc., and Nassau County, dated May 17, 1999. The work shall be completed within the time frame set forth in the agreement.

NASSAU COUNTY, FLORIDA



J. H. COOPER
Its: Chairman

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged:

By: Law Engineering this the 11th day of JUNE, 1999.

By: 
Title: Environmental Geologist

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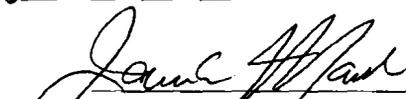
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