

CS-12-161

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CONTRACT MANAGEMENT

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2013 MAR 27 PM 2: 04

WORK AUTHORIZATION # CM1692-WA03
NASSAU COUNTY

2013 MAR 25 PM 1: 05

BOARD OF COUNTY COMMISSIONERS
RFQ/BID NO. NC10-004

Consultant:	Connelly & Wicker Inc.
Contract Number:	CM1692
Contact Name:	Rick Welch
Contact Number:	904-265-3060
Email:	welch@cwieng.com

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COUNTY MANAGER'S
OFFICE

CURRENT WORK AUTHORIZATION			
Project Short Title: Bonnieview Road Crossdrain Repair			
		CONTRACT OVERVIEW	
Date Submitted	02/27/2013	Total of Previous Authorizations	\$132,695.77
Amount	\$5,791.71	This Work Authorization	\$5,791.71
Scheduled Completion	See below	Current Contract Total	\$138,487.48

This Work Authorization is to the AGREEMENT between Nassau County and the Consultant known as the Continuing Contract for Professional Engineering Services for Nassau County, Florida, dated December 13, 2010. The services to be provided under this Work Authorization are as follows:

ARTICLE 1. Services Described as:

Connelly & Wicker Inc. shall provide perform a Geotechnical Investigation & Assessment to determine necessary repairs to the existing cross drain on Bonnieview Road between Bonnie Oaks Drive and Clinch Drive. Connelly & Wicker shall provide Engineering Consulting Services to aid Nassau County in determining the scope of repair, pursuant to the Scope of Services attached hereto as Attachment "A".

ARTICLE 2. Time Schedule

Connelly & Wicker Inc. shall complete the Geotechnical Investigation within six (6) weeks of the Notice to Proceed.

ARTICLE 3. Budget

Connelly & Wicker Inc. shall services for a lump sum cost \$5,791.71

All service fees shall be pursuant to the contract fee summary attached hereto as Attachment "B"

Article 4. Other Provisions

The Services covered by this Work Authorization will be performed in accordance with the provisions set forth in the AGREEMENT referenced above and any of its attachments or schedules. This Work Authorization will become a part of the referenced AGREEMENT when executed by both parties.

2013 APR -2 PM 2: 11


CONTRACT MANAGEMENT

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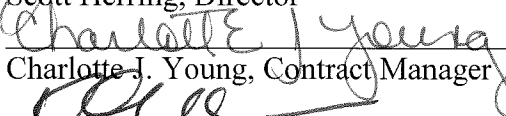

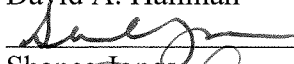

In presenting this Work Authorization, Consultant agrees that:

Unless detailed herein, all drawings, data, electronic files and other information required for this Work Authorization has been accepted by Consultant. Specifically, all electronic files have been reviewed and accepted for the purposes of this Work assignment. Any additional information, including detailed scope of services is attached.

AGREED TO BY:

BY: 
Print Name: Rick Welch, P.E.
Title: President
Date: March 21, 2013

RECOMMENDED AND APPROVED BY NASSAU COUNTY:

Director of Engineering Services: 
Contract Management : 
County Attorney: 
Office of Management & Budget: 
County Manager  4/2/13
Ted Selby

APPROVED by the County Coordinator, designee for the BOARD OF COUNTY COMMISSIONERS, the 2nd day of April, 2013.

Account No. 63402541-563300 BJCD

5/3/13



Connelly & Wicker Inc.

Attachment "A"

10060 Skinner Lake Drive

Jacksonville, FL 32246

Phone: 904-265-3030

Fax: 904-265-3031

Consulting Engineers

SCOPE OF WORK

CWI Project No.: 12-01-0203

Nassau County Contract No.: CM1692

Nassau County Bid No. NCXX-XXXX

ENGINEERING SERVICES

FOR

Bonnieview Road Crossdrain Repair Assessment

I. SCOPE OF PROJECT

The intent of this scope of work is to perform a Geotechnical Investigation & Assessment to determine necessary repairs to the existing cross drain on Bonnieview Road between Bonnie Oaks Drive and Clinch Drive. Connelly & Wicker (CONSULTANT) shall provide Engineering Consulting Services to aid Nassau County (CLIENT) in determining the scope of repair.

II. PROJECT REQUIREMENTS

A. The final design work by the CONSULTANT shall consist of the work as follows:

1. The CONSULTANT shall conduct geotechnical investigations.
2. The CONSULTANT shall provide the CLIENT no more than two recommended options for crossdrain repair based upon geotechnical conclusions
3. The CONSULTANT shall coordinate with the CLIENT to determine the final scope of repair.
4. The limits of the survey shall be from:
 - a. 50' west of the existing crossdrain
 - b. 50' east of existing crossdrain

B. Sequence of Services:

1. Geotechnical Investigation Phase (Universal)

March 18, 2013

2. Review Geotechnical findings, conclusions and recommendations with the CLIENT to assess required scope of crossdrain repair.
- C. Project Submittal Requirements:
1. Geotechnical Report: The CONSULTANT shall provide the CLIENT a Geotechnical report with findings and conclusions.
 2. Repair Recommendations: The CONSULTANT shall provide the CLIENT a Summary of Recommendations for no more than two options for crossdrain repair.
 3. Cost Estimates: The CONSULTANT shall provide an *Engineer's Opinion of Probable Cost of Construction* to the CLIENT for recommended options.
- D. Additional Requirements:
1. Provide dialogue with all utility companies.
 2. Plans provided shall be no larger than 11" x 17" sheets.
 3. The CLIENT shall be the Owner of the final documents.
 4. The Consultant shall take notes of all design/review meetings held with Nassau County agencies and affected stakeholders. These notes shall be transcribed and furnished to the CLIENT Project Manager for concurrence as soon as practical after the date of the meeting.
 5. The Consultant shall work directly with the CLIENT Project Manager and the Consultant will receive all information from the CLIENT Project Manager.
 6. The CONSULTANT shall prepare invoices in the format as prescribed by the CLIENT. Progress reports shall be submitted at the time of invoicing.
 7. The CONSULTANT shall designate qualified staff to implement Quality Assurance/Quality Control (QA/QC) reviews prior to project submittals to the CLIENT.
 8. The Consultant shall be notified in writing by the CLIENT Project Manager regarding changes to the project that will require modification to the Consultant's scope of work and fee.

III. TIME SCHEDULE

- A. Geotechnical Investigation complete within six (6) weeks from Notice to Proceed. (Includes: Geotechnical mobilization, labs, report analysis, preparation of recommendation summary).

- B. Review Meeting with the CLIENT to determine scope of repair within two (2) weeks of the completion of III.A.
- C. The total time anticipated for the geotechnical investigation, design and permitting is 8 weeks from NTP.

IV. 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 this work.

V. ADDITIONAL SERVICES

Services authorized other than those specifically listed above shall be considered additional services and shall require an addendum to this contract before being provided.

VI. CLIENT RESPONSIBILITIES

- A. Designate a person to act as Client's representative with respect to coordinating the work to be performed under this Agreement who shall have complete authority to transmit instructions, receive information, interpret and define policies and decisions.
- B. Client shall be responsible for the coordination of work to provide timely response for information dissemination.

**CONTRACT FEE SUMMARY FORMAT FOR DEPT. OF PUBLIC WORKS
NASSAU COUNTY, FLORIDA**

PART I - GENERAL				
1. Project Bonnieview Road Crossdrain Geotechnical Investigation			2. Contract Number CM 1692; Bid No. NCXX-XXX	
3. Name of Consultant Connelly & Wicker Inc.			4. Date of Proposal 03/18/13	
PART II - LABOR RELATED COSTS				
5. Direct Labor	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Principal	\$181.69	2	\$ 363.38	
Sr. Project Manager	\$148.39	5	\$ 741.95	
Project Manager	\$112.56	8	\$ 900.48	
Project Engineer	\$88.51	8	\$ 708.08	
Staff Engineer	\$68.26	7	\$ 477.82	
Senior Technician	\$63.36	0	\$ 0.00	
Clerical	\$44.19	0	\$ 0.00	
TOTAL	\$106.39	30		\$3,191.71
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate			Total Direct Labor	-
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)			-	
8. PROFIT: Labor Related Costs (Item 7)			(Labor + Overhead) -	
PART III - OTHER COSTS				
9. Miscellaneous Direct Costs				
Transportation			\$ 0.00	
Permit Fee			\$ 0.00	
Reproduction			\$ 0.00	
Shipping & Mail			\$ 0.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL				\$0.00
10. Sub Consultants				
Universal Engineering Sciences (Geotechnical)			\$ 2,600.00	See Attachment
SUB-CONSULTANT SUB-TOTAL				\$2,600.00
TOTAL LUMP SUM AMOUNT (Items 5, 6, 8, 9 and 10)				\$5,791.71
11. REIMBURSABLE COSTS (Limiting Amount)				
			\$ 0.00	
SUB-TOTAL REIMBURSABLES				\$0.00
PART IV - SUMMARY				
TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5 and 10)				\$5,791.71

ESTIMATE OF WORK EFFORT AND FEE FOR
CONSTRUCTION PLANS

CONSULTANT: Connelly & Wicker Inc. Contract Number: CM 1692: Bid No. NCXX-XXX Prepared: March 18, 2013 Estimator's Name: Jackson	NAME OF PROJECT: Bonnieview Road Crossdrain Geotechnical Investigation BETWEEN: 50' West of Crossdrain AND: 50' East of Crossdrain LENGTH: 150'
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No. / ACTIVITY	Principal		Sr. Project Manager		Project Manager		Project Engineer		Staff Engineer	
	RATE = \$181.69		RATE = \$148.39		RATE = \$112.56		RATE = \$88.51		RATE = \$68.26	
	MAN HOURS	LABOR COST	MAN HOURS	LABOR COST	MAN HOURS	LABOR COST	MAN HOURS	LABOR COST	MAN HOURS	LABOR COST
113 Plan Prep.	2	\$363.38	5	\$741.95	8	\$900.48	8	\$708.08	7	\$477.82
109 Drainage Design	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
113 Utility & Railroad	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
114 Permitting	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
115 Construction Admin	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
TOTAL	2	\$363.38	5	\$741.95	8	\$900.48	8	\$708.08	7	\$477.82

No. / ACTIVITY	Senior Technician		Clerical		MAN HOURS	SALARY	AVG.	SALARY COST
	RATE = \$63.36		RATE = \$44.19		BY	COST BY	HOURLY	DIST.
	MAN HOURS	LABOR COST	MAN HOURS	LABOR COST	ACTIVITY	ACTIVITY	COST	%
113 Plan Prep.	0	\$0.00	0	\$0.00	30	\$3,191.71	\$106.39	100.0
109 Drainage Design	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0.0
113 Utility & Railroad	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0.0
114 Permitting	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0.0
115 Construction Admin	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	0.0
TOTAL	0	\$0.00	0	\$0.00	30	\$3,191.71	\$106.39	100.0

MISCELLANEOUS DIRECT COST

CONSULTANT: Connelly & Wicker Inc.
 Contract Number: CM 1692; Bid No. NCXX-XXX
 Prepared: March 18, 2013

NAME OF PROJECT: Bonnieview Road Crossdrain Geotechnical Investig
 BETWEEN: 50' West of Crossdrain
 AND: 50' East of Crossdrain

ITEM DESCRIPTION					ITEM TOTAL	COMMENTS
					TOTAL	
Drafting Medium: (Original Reproducibles)						
0 Sheets @ \$ - Per Sheet =					\$0.00	
Reproduction (Blue Line & Sepias)	<u>Blue Line</u>	<u>(11x17)</u>	<u>Photocopy</u>	Sheets		
				Sheets		
60%	0	0	0	Sheets	5 Sets	
90%	0	0	0	Sheets	5 Sets	
100%	0	0	0	Sheets	5 Sets	
Bid Submittal	0	0	0	Sheets	30 sets Bid Docs	
	Total Sheets	0	0	0		
Cost:	Blue Line	0 Sheets @	\$1.25 =	\$0.00		
(11 x 17)	Photocopy	0 Sheets @	\$0.19 =	\$0.00		
(8.5 x 11)	Photocopy	0 Sheets @	\$0.13 =	\$0.00	\$0.00	
Travel From: [Consultant Office Location]						
To Project:	# Trips					
Transport.	0 x	0 miles x	\$0.500 per mile*		\$0.00	
To County Offices:	# Trips					
Transport.	0 x	0 miles x	\$0.500 per mile*		\$0.00	
To Other Locations:	# Trips					
Transport.	0 x	0 miles x	\$0.500 per mile*		\$0.00	
					\$0.00	
Other (Community Meeting Displays):					\$0.00	
Permit Application Fees					\$0.00	
Shipping Est. 6 deliveries at \$25.00 each					\$0.00	
Regular Mail					\$0.00	
Registered Mail 0 Mailings @ \$5.00 each					\$0.00	
TOTAL COST					\$0.00	

SUMMARY OF MANHOOR REQUIREMENTS

CONSULTANT: Connelly & Wicker Inc.
 Contract Number: CM 1692; Bid No. NCXX-XXX
 Prepared: March 18, 2013

NAME OF PROJECT: Bonnieview Road Crossdrain Geotechnical Investig
 BETWEEN: 50' West of Crossdrain
 AND: 50' East of Crossdrain

ITEM	NO. OF SHEETS	TOTAL MANHOURS	COMMENTS
113 Plan Prep.	0	30.0	
109 Drainage Design	0	0.0	
113 Utility & Railroad	0	0.0	
114 Permitting	0	0.0	
115 Construction Administraion	0	0.0	
Field Review			Included in Above Items
Plans Checking			Included in Above Items
TOTAL	0	30.0	#DIV/0! Hours/Sheet (Excluding Permitng)

SUPPLEMENTAL DESIGN SURVEY PARTIES			
	SIZE OF PARTY	PARTY DAYS	
	3-Man	0.000	
	4-Man		
TOTAL NUMBER OF PARTY DAYS			

PLANS PREPARATION

CONSULTANT: Connelly & Wicker Inc.
 Contract Number: CM 1692; Bid No. NCXX-XXX
 Prepared: March 18, 2013

NAME OF PROJECT: Bonnieview Road Crossdrain Geotechnical Investigation
 BETWEEN: 100' east of 14th St on Lime St
 AND: 50' East of Crossdrain

ITEM	SCALE	UNIT	NO. OF UNITS	NO. OF SHEETS	M-H PER UNIT	TOTAL MANHOURS	COMMENTS
113 Plan Prep.	1"=1'						
Key Map & Index of Dwgs		Sheet	0	0	0.00	0.00	
Typical Sections		Sheet	0	0	0.00	0.00	
Summary of Quantities		Sheet	0	0	0.00	0.00	
Plan/Profile Sheet	20	Sheet	0	0	0.00	0.00	
Curb Return Profiles		Sheet	0	0	0.00	0.00	
Construction Details		Sheet	0	0	0.00	0.00	
General Notes		Sheet	0	0	0.00	0.00	
Geotechnical		LS	0	0	0.00	0.00	See Attached Scope by Universal
Geotechnical Investigation Coord.		LS	1	0	12.00	12.00	Preparation of Recommendation Summaries
Cross Sections		Sheet	0	0	0.00	0.00	
Stormwater Pollut. Prevent. Plans		Sheet	0	0	0.00	0.00	
Detour Notes		Sheet	0	0	0.00	0.00	
Detour Plans		Sheet	0	0	0.00	0.00	
Signing and Marking Plans		Sheet	0	0	0.00	0.00	
Signalization Plans		Sheet	0	0	0.00	0.00	
Tree Mitigation Plans		Sheet	0	0	0.00	0.00	
Quantity Take-Off		L.S.	1	0	2.00	2.00	for two repair options
Review Comments		L.S.	0	0	0.00	0.00	
Cost Estimates		Each	2	0	2.00	4.00	for two repair options
Pavement Design		L.S.	0	0	0.00	0.00	
Bid Specifications		L.S.	0	0	0.00	0.00	
Meetings w/ Project Manager		Each	1	0	4.00	4.00	Review Meeting to determine repair scope
Community Meeting		Each	0	0	0.00	0.00	
Meetings w/ Subconsultants		L.S.	1	0	4.00	4.00	Coordination with Universal
Field View		Each	1	0	4.00	4.00	Field Measurements
					0.00		
ROADWAY PLANS TOTALS				0		30.00	



UNIVERSAL ENGINEERING SCIENCES

Consultants In: Geotechnical Engineering • Environmental Engineering • Construction Materials Testing •
Threshold Inspection • Private Provider Inspection • Geophysical Studies

Offices In:
• Daytona Beach, FL
• Fort Myers, FL
• Fort Pierce, FL
• Gainesville, FL
• Jacksonville, FL
• Leesburg, FL
• Miami, FL
• Norcross, GA
• Ocala, FL
• Orlando, FL
• Palm Coast, FL
• Panama City, FL
• Pensacola, FL
• Rockledge, FL
• Sarasota, FL
• St. Augustine, FL
• Tampa, FL
• West Palm Beach, FL

January 29, 2013

Connelly & Wicker, Inc.
10060 Skinner Lake Drive – Suite 500
Jacksonville, Florida 32246

Attention: Mr. Keith Jackson, P.E.

Subject: **PROPOSAL FOR A GEOTECHNICAL EXPLORATION**
Proposed Culvert replacement – Bonnieview Road
Nassau County, Florida
UES Proposal No. 2013J-050

Dear Mr. Jackson:

As requested, Universal Engineering Sciences (UES) is pleased to provide this proposal to perform the geotechnical exploration and engineering services for the subject site.

PROJECT INFORMATION

Project information was provided to us in a recent conversation. We understand the project will consist of replacement of an existing quadruple pipe culvert which extends under Bonnieview Road. At this time it is not known what type of replacement will be constructed.

PROPOSED GEOTECHNICAL EXPLORATION

The objective of the geotechnical exploration is to provide sufficient site and subsurface information to evaluate the subsurface conditions at the site with respect to the proposed mast arm construction. Based on our site observations our tripod mounted portable equipment will be required for access to the boring locations.

Field Exploration – Based on our understanding of the project information, as requested, we propose to perform two (2) Standard Penetration Test (SPT) borings adjacent to the ends of the existing culvert to depths of 20 feet. The borings will be sampled continuously in the upper 10 feet followed by sampling at 5-foot centers to the boring termination depths.

Laboratory Testing – Laboratory classification and index property tests will be performed as necessary on selected soil samples obtained from the exploration. The testing will be performed to better define the materials encountered in the exploration to determine their strength/compressibility characteristics.

Engineering Services - A geotechnical engineer, registered in the State of Florida, will direct the geotechnical exploration and provide an engineering analysis and evaluation of the site and subsurface conditions with respect to the planned construction and imposed loading conditions. The results of the recommended exploration and engineering study will be presented in a report containing the following:

1. A brief discussion of our understanding of the planned construction and imposed loads.
2. A presentation of the field and laboratory test procedures used and the data obtained.
3. A presentation of the subsurface conditions including subsurface profiles, estimated seasonal high groundwater, and estimated geotechnical engineering properties (as necessary).
4. A geotechnical engineering evaluation of the site and subsurface conditions with respect to the planned culvert replacement.
5. Recommendations for site preparation and any special foundation considerations as warranted.

COMPENSATION FOR SERVICES

Based on the scope of the geotechnical exploration, the proposed laboratory investigation, and the engineering services outlined above, we propose to complete the geotechnical exploration and engineering services for a lump sum fee of **\$2,600.00**. We will contact you immediately if we encounter subsurface conditions which could require (1) the borings to be performed to a deeper depth, (2) additional borings or other field testing, and/or (3) additional engineering analysis/evaluation and studies outside the scope of this proposal.

UES will contact Sunshine State One Call of Florida to identify public utilities within the area and up to the appropriate meters. Furthermore, UES should be provided with all readily available project site information regarding underground utility or service lines, and buried structures. Our office can not be held responsible for damage to buried service lines and/or structures that are not identified to our field personnel.

SCHEDULING AND AUTHORIZATION

We can initiate the geotechnical studies within 5 to 7 days of receiving written notification to proceed with the field work to be completed in one day subsequent to all necessary utility locates being cleared. As soon as all field and laboratory tests have been completed and reviewed by the geotechnical engineer, verbal results and recommendations can be provided. The written reports should then be available within four weeks after authorization to proceed.



January 29, 2013

We have included a short form authorization agreement. In order to authorize these services, please execute this document and return one copy to our office.

We appreciate this opportunity to provide this proposal to perform the geotechnical exploration for this project. If you have any questions concerning this proposal or if we can serve you in any other way, please contact us.

Respectfully submitted,

UNIVERSAL ENGINEERING SCIENCES, INC.



Stephen R. Weaver, P.E.
Geotechnical Services Manager

SRW/srw



UNIVERSAL ENGINEERING SCIENCES

WORK AUTHORIZATION / PROPOSAL ACCEPTANCE FORM

Universal Engineering Sciences, Inc. (UES) is pleased to provide the services described below. The purpose of this document is to describe the terms under which the services will be provided and to obtain authorization.

PROJECT NAME: Proposed Culvert Replacements ~ Bonnieview Road
PROJECT LOCATION: Fernandina Beach, Nassau County, Florida
CLIENT NAME: Mr. Keith Jackson, P.E. DATE: January 29, 2013
CLIENT ADDRESS: 10060 Skinner Lake Drive - Suite 500 Jacksonville, Florida 32246 PHONE NO.: 904-265-3030 EMAIL: kjackson@cwieng.com

I. Scope of Services and Understanding of Project
As Shown in UES Proposal No. 2013J-050 (Attached)
Lump Sum Fee - \$2,600.00

- II. Contract Documents. The following documents form part of this Agreement and are incorporated herein by referral:
A. UES General Conditions
B. UES Proposal Dated: January 29, 2013
C. Plans, reports, specifications and other documents provided by the Client prior to this Agreement date.
D. Other exhibits marked and described as follows:

In the event of any inconsistency or conflict among the Contract Documents, the provision in the Contract Document first listed above shall govern.

III. Authority to proceed and for payment. (To be completed by Client)

If the above invoice is to be mailed for approval to someone other than the account charged, please indicate where below:

Firm: Social Security No. or Federal Identification No.:
Address:
Attention: Title:

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives

CLIENT UNIVERSAL ENGINEERING SCIENCES, INC.
BY (Signature) BY (Signature)
PRINTED NAME Stephen R. Weaver, P.E.
TITLE Geotechnical Services Manager
DATE January 29, 2013

RETURN EXECUTED COPIES TO
UNIVERSAL ENGINEERING SCIENCES, INC.
5561 FLORIDA MINING BOULEVARD SOUTH, JACKSONVILLE, FLORIDA 32257-3648
TEL: PHONE: 904.296.0757 FAX: 904.296.0748



Universal Engineering Sciences, Inc.
GENERAL CONDITIONS

SECTION 1: RESPONSIBILITIES

- 1.1 *Universal Engineering Sciences, Inc.*, heretofore referred to as the Consultant, has the responsibility for providing the services described under the Scope of Services section. The work is to be performed according to accepted standards of care and is to be completed in a timely manner. The term "Consultant" as used herein includes all of *Universal Engineering Sciences, Inc.*'s agents, employees, professional staff, and subcontractors.
- 1.2 The Client or a duly authorized representative is responsible for providing the Consultant with a clear understanding of the project nature and scope. The Client shall supply the Consultant with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys and designs, to allow the Consultant to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product.

SECTION 2: STANDARD OF CARE

- 2.1 Services performed by the Consultant under this Agreement are expected by the Client to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the Consultant's profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, express or implied, is made.
- 2.2 The Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or other explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by the Consultant will be based solely on information available to the Consultant at the time of service. The Consultant is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

SECTION 3: SITE ACCESS AND SITE CONDITIONS

- 3.1 Client will grant or obtain free access to the site for all equipment and personnel necessary for the Consultant to perform the work set forth in this Agreement. The Client will notify any and all possessors of the project site that Client has granted Consultant free access to the site. The Consultant will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Proposal.
- 3.2 The Client is responsible for the accuracy of locations for all subterranean structures and utilities. The Consultant will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against Consultant, and agrees to defend, indemnify, and hold Consultant harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate Consultant for any time spent or expenses incurred by Consultant in defense of any such claim with compensation to be based upon Consultant's prevailing fee schedule and expense reimbursement policy.

SECTION 4: SAMPLE OWNERSHIP AND DISPOSAL

- 4.1 Soil or water samples obtained from the project during performance of the work shall remain the property of the Client.
- 4.2 The Consultant will dispose of or return to Client all remaining soils and rock samples 60 days after submission of report covering those samples. Further storage or transfer of samples can be made at Client's expense upon Client's prior written request.
- 4.3 Samples which are contaminated by petroleum products or other chemical waste will be returned to Client for treatment or disposal, consistent with all appropriate federal, state, or local regulations.

SECTION 5: BILLING AND PAYMENT

- 5.1 Consultant will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classifications.
- 5.2 Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts.
- 5.3 If the Consultant incurs any expenses to collect overdue billings on invoices, the sums paid by the Consultant for reasonable attorneys' fees, court costs, Consultant's time, Consultant's expenses, and interest will be due and owing by the Client.

SECTION 6: OWNERSHIP OF DOCUMENTS

- 6.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the Consultant, as instruments of service, shall remain the property of the Consultant.
- 6.2 Client agrees that all 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.
- 6.3 The Consultant will retain all pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to the Client at all reasonable times.

SECTION 7: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

- 7.1 Client warrants that a reasonable effort has been made to inform Consultant of known or suspected hazardous materials on or near the project site.
- 7.2 Under this agreement, the term hazardous materials include hazardous materials (40 CFR 172.01), hazardous wastes (40 CFR 261.2), hazardous substances (40 CFR 300.6), petroleum products, polychlorinated biphenyls, and asbestos.
- 7.3 Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Consultant and Client agree that the

discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. Consultant and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for Consultant to take immediate measures to protect health and safety. Client agrees to compensate Consultant for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous waste.

7.4 Consultant agrees to notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold Consultant harmless for any and all consequences of disclosures made by Consultant which are required by governing law. In the event the project site is not owned by Client, Client recognizes that it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

7.5 Notwithstanding any other provision of the Agreement, Client waives any claim against Consultant, and to the maximum extent permitted by law, agrees to defend, indemnify, and save Consultant harmless from any claim, liability, and/or defense costs for injury or loss arising from Consultant's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by the Consultant which are found to be contaminated.

SECTION 8: RISK ALLOCATION

8.1 Client agrees that Consultant's liability for any damage on account of any error, omission or other professional negligence will be limited to a sum not to exceed \$50,000 or Consultant's fee, whichever is greater. Client agrees that the foregoing limits of liability extend to all of consultant's employees and professionals who perform any services for Client. If Client prefers to have higher limits on professional liability, Consultant agrees to increase the limits up to a maximum of \$1,000,000.00 upon Client's written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$400.00, whichever is greater. 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.

SECTION 9: INSURANCE

9.1 The Consultant represents and warrants that it and its agents, staff and Consultants employed by it, is and are protected by worker's compensation insurance and that Consultant has such coverage under public liability and property damage insurance policies which the Consultant deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, Consultant agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by Consultant, its agents, staff, and consultants employed by it. The Consultant shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 8, whichever is less. The Client agrees to defend, indemnify and save Consultant harmless for loss, damage or liability arising from acts by Client, Client's agent, staff, and other consultants employed by Client.

SECTION 10: DISPUTE RESOLUTION

10.1 All claims, disputes, and other matters in controversy between Consultant and Client arising out of or in any way related to this Agreement will be submitted to alternative dispute resolution (ADR) such as mediation and/or arbitration, before and as a condition precedent to other remedies provided by law.

10.2 If a dispute at law arises related to the services provided under this Agreement and that dispute requires litigation instead of ADR as provided above, then:

- (a) the claim will be brought and tried in judicial jurisdiction of the court of the county where Consultant's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction, and
- (b) The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, and other claim related expenses.

SECTION 11: TERMINATION

11.1 This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Consultant shall be paid for services performed to the termination notice date plus reasonable termination expenses,

11.2 In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by the Agreement, Consultant may complete such analyses and records as are necessary to complete his files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct costs of Consultant in completing such analyses, records and reports,

SECTION 12: ASSIGNS

12.1 Neither the Client nor the Consultant may delegate, assign, sublet or transfer his duties or interest in this Agreement without the written consent of the other party.

SECTION 13. GOVERNING LAW AND SURVIVAL

13.1 The laws of the State of Florida will govern the validity of these Terms, their interpretation and performance.

13.2 If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this Agreement for any cause.

