

**TASK ORDER NO. 5
SCOPE OF SERVICES AND FEE PROPOSAL
SCHOOL ROAD /TANGLEWOOD POND DRAINAGE IMPROVEMENTS
DESIGN & PERMITTING
CITY OF NEW PORT RICHEY**

I. PROJECT SCOPE

Description

The Tanglewood neighborhood is experiencing flooding particularly where the stormwater inlets/pipe crosses School Road. The City of New Port Richey (CITY) has obtained the residential lot at 5031 School Road (the lot fronting School Road northwest of Glenwood Drive) and proposes turning the lot into a pond.

The City of New Port Richey (CITY) has completed the School Road Tanglewood Pond Feasibility Analysis, MCH Engineering and Stroud Engineering Consultants, December 2015. This study analyzed the existing stormwater system and pond design alternatives for the reduction of localized flooding near the intersection of School Road and Glenwood Drive. The results of the study recommended the pond alternative to reduce the flooding during the less severe storm events (less than 5-inches of rainfall).

The PROJECT consists of design, permitting and construction of the stormwater pond to treat runoff and reduce flooding conditions. The drainage improvements include:

- Construction of a detention pond utilizing lot (5031 School Road) for the pond design. The lot total acreage is approximately 0.13 acres. Using a 10-foot setback from the lot north and west sides, the total pond top of bank area is 4245 ft² (approximately 0.10 acres). With a 6-foot depth and 4:1 side slopes the pond bottom area is 304 ft². This provides a storage volume of approximately 0.30 acre-ft.
- Inlets at School Road and Glenwood Drive;
- Installation of pipes from inlets into the proposed pond.

The CITY has requested Environmental Consulting & Technology, Inc. (ENGINEER) to assist the CITY with the proposed design and permitting for the Tanglewood Pond Drainage improvements. Based on the above background discussion, the following specific tasks and services are anticipated for this project, and are included in this Scope of Services:

1.1 PRELIMINARY ENGINEERING DESIGN

Prior to final design, the ENGINEER will gather background information needed to complete the final design and support permit applications. The ENGINEER will acquire available data from the CITY. The data will consist of all relevant plans, reports, studies, records, maps, and other relevant information.

The ENGINEER will coordinate with a licensed professional surveyor to provide a detailed topographic survey of the project area. The survey will be prepared using Florida State Plane West, NAD 83 coordinate system and NAVD 88 vertical datum.

The ENGINEER will coordinate with a geotechnical engineering firm to conduct soil borings, establish seasonal high-water elevations, provide percolation rates and provide foundation considerations for the installation of new pipe and inlet structures.

2.1 **FINAL DESIGN**

Once the preliminary design activities are completed, the ENGINEER will prepare detailed construction documents for the CITY for review. The final documents will be suitable for establishing a construction contract for the project and be in sufficient detail to permit construction by a Contractor.

The ENGINEER's final design scope will include the following:

- Prepare and submit copies of construction drawings at designated project completion milestones (60%, 90% and Final Design Plans) for review, comment, and approval by the CITY. The construction drawings will include but may not be limited to; a cover sheet, general notes, plan and profile sheets, drainage details, cross-sections, and a pollution prevention plan. Construction drawings will be provided in 11" x 17" size at each submittal stage.
- Develop an Interconnected Channel and Pond Routing (ICPR) computer model utilizing the topographic survey and geotechnical information to analyze the hydrology and hydraulics for the project final design. The model will be used to analyze the existing and proposed conditions for the ERP permit.
- Coordinate with the CITY on utility locations and CITY utility relocation plans.
- Prepare engineers' cost estimate for the proposed construction.
- Prepare technical specifications for the final design. The City will provide the front-end bidding documents.
- Attend design review meetings with the CITY. It is anticipated that there will be no more than two (2) design review meetings.

3.1 **PERMIT ASSISTANCE**

The ENGINEER will prepare and submit the permit applications, including associated sketches, drawings, and related incidental information required for submittal, necessary to perform the proposed stormwater construction activities as included on the final design documents. It is anticipated that a SWFWMD Environmental Resource Permit (ERP) application permit will be required as part of this Task Order.

The ENGINEER will provide the following services in support of the applications:

- Meeting with SWFWMD personnel for pre-application meeting.
- Preparation of an ERP application package with supporting calculations and documents for submittal to the SWFWMD.

- Respond to up to three (3) requests for additional information (RAI) from the SWFWMD, if required.

4.1 **BID ASSISTANCE**

The ENGINEER will prepare bid documents for the project and assist the CITY in the bidding and contractor selection. This includes: bid package development, bid advertisement document, list of bid document requests, bid tabulation summary and bid recommendation letter.

5.1 **SERVICES DURING CONSTRUCTION**

- 5.1.1 Construction Observation/Field Services:** The ENGINEER will prepare the agenda and administer the Pre-Construction meeting. The ENGINEER will conduct up to three (3) site visits to observe the work in progress and consult with the CITY's inspector to monitor conformance with the contract documents. It is anticipated that on-site observation of the work will be conducted by the CITY's inspection staff. Task includes responding to requests for information (RFI) from the Contractor and submittal reviews.
- 5.1.2 Survey As-builts:** The ENGINEER will coordinate with the Contractor to confirm a licensed professional surveyor is retained by the Contractor and utilized to provide an as-built survey of the completed improvements. This survey will be prepared using Florida State Plane West, NAD 83 coordinate system and NAVD 88 vertical control.
- 5.1.3 Record Drawings:** Upon receipt of the as-built drawings and survey information, the ENGINEER will provide signed and sealed record drawings along with the project certification documents to the CITY.
- 5.1.4 Project Closeout:** The ENGINEER will submit a Certificate of Completion to SWFWMD documenting the completion of the construction activities and verifying the construction of the improvements is in compliance with the permit conditions.

II. **DELIVERABLES**

This Scope of Services is to include the following deliverables:

- 60%, 90% Design Drawings
- Final Design Drawings
- Permit Application and Correspondence
- Bid Documents
- Record Drawings
- Certificate of Completion.

III. ASSUMPTIONS

This Scope of Services is based upon the following assumptions:

- It is assumed that any title search, or easement acquisition required as part of this Task Order will be completed by the CITY.
- The CITY will provide all utility coordination and the design of all CITY utilities to be modified or relocated as part of this project (water, sanitary, reclaimed water).
- The CITY will provide utility coordination with all private utilities in the CITY's right of way within the project area, which include buried gas mains, communication lines, etc. The CITY will provide the ENGINEER with horizontal and vertical location of all private utilities that are in conflict with the proposed stormwater improvements. The CITY will provide the 60% plan set to all utilities. The private utilities are responsible for adjustments or relocations to accommodate the PROJECT.
- The contractor will provide detailed maintenance of traffic plans for the project to be approved by the CITY.
- It is assumed the CITY will provide staff for on-site observation for the duration of the construction phase.
- The CITY is responsible for all permitting fees.

IV. ENGINEER'S COMPENSATION

For Task 1 through 5 described above, the CITY will compensate the ENGINEER on a lump-sum basis. Compensation to the ENGINEER for the services included in the above tasks shall not exceed the following:

1.	PRELIMINARY ENGINEERING DESIGN	\$2,495.00
2.	60%, 90%, FINAL DESIGN	\$12,190.00
3.	PERMIT ASSISTANCE	\$3,790.00
4.	BID ASSISTANCE	\$1,200.00
5.	SERVICES DURING CONSTRUCTION	\$2,365.00
	SURVEY	\$5,684.00
	GEOTECHNICAL	\$3,000.00
	PRINTING	\$176.00
	TOTAL LUMP SUM AUTHORIZATION	\$30,900.00

V. ADDITIONAL SERVICES REQUIRING AUTHORIZATION IN ADVANCE

If required by the ENGINEER and authorized by the CITY, additional services related to this Task Order shall be provided by the ENGINEER for additional professional fees negotiated with and agreed to by the CITY.

IV. COMPLETION SCHEDULE

The estimated completion schedule for the major tasks are shown below.

Task Description	Schedule from NTP
SURVEY	1 month
GEOTECHNICAL	1 month
PRELIMINARY ENGINEERING DESIGN	2 months
60% DESIGN	4 months
SUBMIT PERMIT	4.5 months
RECEIVE PERMIT	6.5 months
90% DESIGN	7 months
FINAL DESIGN	9 months
BID ASSISTANCE AND SERVICES DURING CONSTRUCTION	TBD

TASK ORDER NO. 5
SCHOOL ROAD / TANGLEWOOD POND
DRAINAGE IMPROVEMENTS
DESIGN & PERMITTING
ENVIRONMENTAL CONSULTING & TECHNOLOGY, INC.

A. SCOPE OF SERVICES – The City of New Port Richey (CITY) hereby authorizes the firm of Environmental Consulting & Technology, Inc. (ENGINEER) to perform the specific services summarized on the attached statement entitled TASK ORDER NO. 5, SCOPE OF SERVICES AND FEE PROPOSAL.

B. TIME OF COMPLETION – Work under this Authorization will begin upon Notice to Proceed from the CITY and will be completed within the schedule presented on the attached statement entitled TASK ORDER NO. 5, SCOPE OF SERVICES AND FEE PROPOSAL.

C. KEY PERSONNEL – The ENGINEER has appointed Project Manager Mr. Robert E. Johnson, P.E. as the single point of contact to coordinate with the CITY for this task order. Mr. Johnson has the authority to transmit instructions, receive information, interpret and deliver decisions, etc. Key personnel assigned to the project by the ENGINEER shall not be removed from the project without the prior written approval of the CITY.

D. COMPENSATION – Engineering Services fees for this authorization will be lump sum in accordance with the PROFESSIONAL ENGINEERING AND WATER-RESOURCES AND ENVIRONMENTAL CONTINUING CONSULTING AGREEMENT with the CITY, dated December 17, 2013.

E. ACCEPTANCE – By signature hereon, the parties each accept the provisions of this TASK ORDER NO. 5 and authorize the CONSULTANT to proceed at the direction of the CITY’s representative, in accordance with the SCOPE OF SERVICES AND FEE PROPOSAL.

Witness:

ENVIRONMENTAL CONSULTING
& TECHNOLOGY, INC.

Gary P. Uebelhoer, MBA, Sr. Vice President

Date

Attest:

CITY OF NEW PORT RICHEY, FLORIDA

Mayor

Date



Northwest Surveying, Inc.
A certified MBE/DBE/SBE Corporation
8409 Sunstate Street. Tampa, Florida 33634-1309
(813) 889-9236; Fax: (813) 886-3315
www.nsitampa.com

Mr. Robert Johnson, PE
ECT
1408 North Westshore Boulevard, Suite 115
Tampa, Florida 33607

August 19, 2019

RE: School Road / Tanglewood Pond, New Port Richey
NSI Proposal No. 190803

Dear Mr. Johnson:

Enclosed please find our fee proposal for surveying services at the above referenced site.

The scope of work is a 20' grid topographic survey of the roadway with overlap and a 50' grid topographic survey of the site as shown on your reference map attached. Our map of survey will include all manmade and natural topographic features including trees with a 4" DBH. We will obtain underground utility data including pipe size, shape, type material, bottom and invert elevations where access is possible. We will establish project control points and benchmarks on or within close proximity to the site.

The horizontal datum will be Florida State Plane NAD 83/2011 adjustment and the vertical datum will be NAVD 88.

We will establish the right of way lines, the property lines and illustrate platted easements.

Our fee to perform the survey scope outlined above will be \$5,684.00.

Please note that the nearest benchmark to this site is 1.5 miles away which, is adding one full day of work to this project.

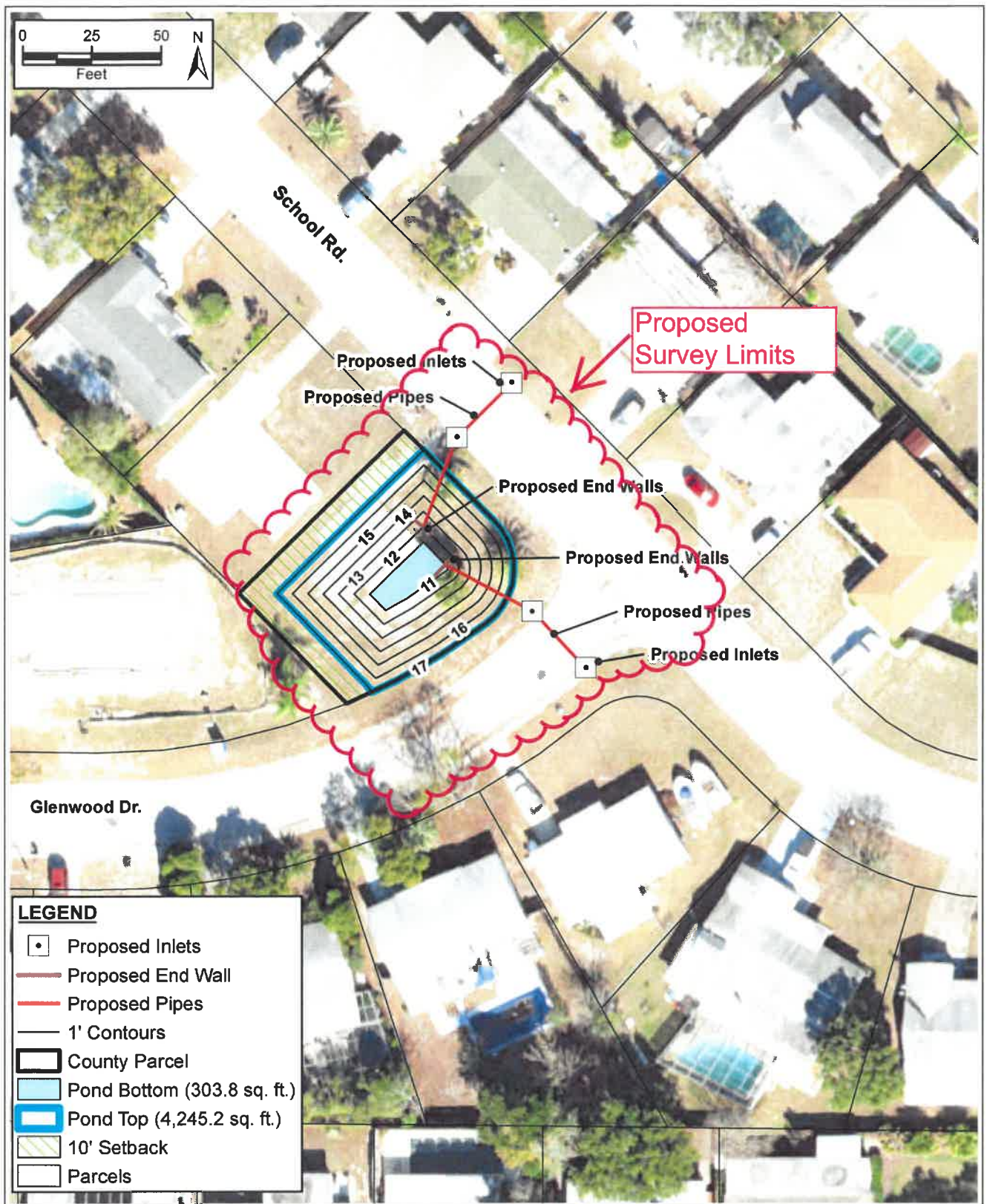
We will require 2 weeks from your notice to proceed date to complete the survey and submit a 1"=20 feet scaled drawing and an Autocad Civil 3D file.

All of the work will be performed under the direct supervision of a Professional Land Surveyor and will meet or exceed the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J17.050 to 5J17.052, Florida Administrative Code, pursuant to Section 472.027 Florida Statutes.

If you have any questions, please do not hesitate to contact our office.

Sincerely,
NORTHWEST SURVEYING, INC.

Gerald Silva, PSM
President



LEGEND

- ◻ Proposed Inlets
- Proposed End Wall
- Proposed Pipes
- 1' Contours
- ▭ County Parcel
- ▭ Pond Bottom (303.8 sq. ft.)
- ▭ Pond Top (4,245.2 sq. ft.)
- ▨ 10' Setback
- ▭ Parcels

FIGURE 1.
TANGLEWOOD POND
PASCO COUNTY
NEW PORT RICHEY, FLORIDA

Sources: ECT, 2019.





August 19, 2019

Environmental Consulting & Technology, Inc. (ECT)
1408 N. Westshore Blvd., Ste. 115
Tampa, FL 33607
Ph: 813-289-9338

Attention: Mr. Robert Johnson, P.E.

**Reference: Geotechnical Field Services Proposal
Stormwater Improvements
School Road and Glenwood Drive
New Port Richey, Pasco County, Florida
Test Lab Proposal No.: GP-5711**

Dear Mr. Johnson:

Per your request, Test Lab, Inc. (Test Lab) is pleased to submit this proposal for our services at the subject property. The proposed scope of services, estimated fees, and project schedule are outlined below.

GENERAL

According to your email correspondence, our services are requested for the proposed stormwater system improvements. It is our understanding that stormwater improvements includes construction of inlets and pipes across School Rd. and Glenwood Dr. and a small stormwater pond to reduce flooding conditions. The pond will be constructed in a lot at 5031 School Rd. which is owned by the city. The pond area is 4,254 sq. ft.

No site visit was performed for preparing this proposal; however, we understand that the project area is readily accessible to our personnel and geotechnical equipment. Should difficult access or obstacles be encountered due to locked gates, parked vehicles, new/old infrastructure, an additional cost may be incurred which is not included in the lump sum cost referenced herein.

SCOPE OF SERVICES

Our limited subsurface exploration for the project will be conducted in the following stages:

- Notify Sunshine State One Call to locate and mark existing utilities. (Requires 2 full business days);
- Mobilize personnel and equipment to the project site;
- Perform two (2) Standard Penetration Test (SPT) borings to a depth of approximately 15 feet. The borings will be located within the proposed pond footprint at the locations selected by you according to the site plan provided by you. The SPT borings will be sampled virtually continuously to a depth of approximately 10 feet and on intervals of approximately 5 feet, thereafter.

- Perform two (2) Double Ring Infiltrometer (DRI) tests at a depth of no more than 3 feet below existing grade within the proposed pond adjacent to the boring location; In addition, two (2) hand auger borings to a depth of approximately 5-feet will be performed near the DRI test locations for seasonal high groundwater table evaluation.
- Conduct visual classifications of the recovered soil samples and perform laboratory analysis on selected samples to assist in design.

The results of the exploration will be submitted in a formal engineering report. This report will present the soil classification (using the Unified Soil Classification System) and groundwater levels encountered in the borings; the estimated seasonal high-water table elevation at each boring and the DRI testing results. The report will be signed by a professional engineer and transmitted electronically to the client. A formal signed and sealed hard copy of the report can be provided upon request.

ESTIMATED FEES

The lump sum cost for the above-stated services will be **\$3,000.00**. If conditions are encountered that could cause the cost of the testing to exceed our estimate based on conditions encountered during the field exploration, we will notify you immediately. This proposal is subject to the terms and conditions outlined within this proposal and the listed attachments.

PROJECT SCHEDULE

Upon receiving authorization to proceed, the fieldwork, engineering analysis and report preparation can be completed in approximately ten (10) to fifteen (15) business days. Our project schedule is subject to change in the event of inclement weather, site access conflicts, and/or any other delays in field work or data retention that are beyond our control.

LIMITATIONS

This proposal was prepared with the presumption that the subject property is fully-accessible to our personnel and geotechnical equipment. Should difficult access or obstacles be encountered due to locked gates, parked vehicles, new/old infrastructure, an additional cost may be incurred which is not included in the estimated fees as indicated below.

Our scope of services does not include locating private utilities. Test Lab must be notified if any hazards exist on the property such as private utilities not located by utility locators within the Sunshine State One Call System. The location of any private utilities such as septic tanks, sewer laterals, sprinkler irrigation lines and water main laterals, if they exist, must be identified in the field. In the event that unidentified/unmarked private utilities are damaged, Test Lab will not be responsible for costs of repairs.

CLOSURE

If this proposal is satisfactory, complete, sign and return the Proposal Acceptance Sheet (Attachment A) so we can proceed with the requested scope of services. This shall serve as our formal written authorization to

proceed and permission to access the subject property for this work. Please read the Terms and Conditions (Attachment B) prior to signing the Proposal Acceptance Sheet.

Test Lab appreciates this opportunity to submit our proposal, and we look forward to working together with you on this project. Should you have questions, please do not hesitate to contact us.

Sincerely,

Test Lab, Inc.

4112 West Osborne Avenue, Tampa, Florida
Certificate of Authorization No. 1450



German Nolasco
Project Manager



Igor (Igon) Kratser, P.E.
Senior Geotechnical Engineer

Copies Submitted: (1) Client

Attachments: Attachment A – Proposal Acceptance Sheet
Attachment B – Terms and Conditions



ATTACHMENT A
PROPOSAL ACCEPTANCE SHEET

Services: Geotechnical Field Services
Project: Stormwater Improvements
Project Location: New Port Richey, Pasco County, Florida
Proposal Number: GP-5711
Proposal Date: August 19, 2019

FOR PAYMENT OF INVOICES:

Client Name:
Address:
Phone Fax:
Attention:
Signature: Date:

METHOD OF PAYMENT:

Check Credit Card: Visa Master Card American Express Discover
Card Number: Expiration Date:
Card Security Code (CSC)/Verification Value (CVV) – typically last 3 digits on back of card:

LUMP SUM FEE: \$3,000.00

PAYMENT TERMS: Payable upon receipt of invoice. Invoices for completed work will be issued by the calendar month for continuous or extended projects unless otherwise agreed.

CREDIT TERMS: This proposal/contract and all the terms and conditions herein are subject to credit approval by Test Lab, Inc.

FOR APPROVAL OF CHARGES: **

Send Invoice To:
Firm:
Address:
Attention: Phone: Zip:

** If the invoice is to be mailed for approval to someone other than the account charged, please indicate in the space above.

Distribution of Final Reports:

Name: Address: Attn: Phone: No. Copies:
Name: Address: Attn: Phone: No. Copies:
Zip: Zip:

SPECIAL INSTRUCTIONS:

ATTACHMENT B - TERMS AND CONDITIONS

1. **Scope of Work** - Test Lab, Inc. through and by its officers, employees and subcontractors shall only be required to perform the services specified in this proposal. Any estimate of time and materials shall not be considered a fixed sum, unless otherwise stated, but should be considered only an estimate. Test Lab will provide additional services at our standard rates. Test Lab agrees to provide these services to the Client for their exclusive use. No third party beneficiaries are intended by this agreement.

2. **Payment Terms** - Test Lab will submit invoices to Client monthly and upon completion of the project. Client agrees to pay upon receipt of invoice regardless of whether Client has been reimbursed by any other party. Client agrees to pay any attorney's fees, collection fees or other costs incurred in collecting delinquent accounts.

3. **Standard of Care** - Test Lab, Inc. will perform our services in accordance with generally accepted industry principles and practices, consistent with a level of care and skill ordinarily practiced by reputable members of the profession currently providing similar services under similar circumstances. NO OTHER REPRESENTATION, GUARANTEE, OR WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED BY OUR PROPOSAL OR BY OUR ORAL OR WRITTEN REPORTS.

4. **Right of Entry** - The Client shall provide for right of entry to perform the work. Reasonable precautions will be undertaken to minimize property damage, but some may occur. The restoration or correction of such damage, if required, would be at additional cost. Client warrants to Test Lab that it has the authority and permission of the owner and/or occupant of the site to grant right of entry to Test Lab.

5. **Insurance** - Test Lab maintains insurance coverage is as follows:

- Worker's Compensation Insurance - statutory
- Employers Liability Insurance - \$500,000
- Commercial General Liability Insurance - \$1,000,000
- Automobile Liability Insurance - \$500,000
- Excess Umbrella - \$2,000,000

6. **Professional Liability** - Test Lab will derive a very limited benefit from this project relative to that of other parties including, the Client. Therefore, for consideration of \$10.00, receipt of which is hereby acknowledged, the Client agrees that Test Lab's liability and that of its Officers, directors, Employees, Agents and Subcontractors for this project will be limited to an aggregate total not exceeding \$50,000 or Test Lab's fee, for this project, whichever is higher. If the Client desires to have higher limits of professional liability, Test Lab agrees to increase the aggregate amount up to a maximum of \$1,000,000 upon written request at the time of acceptance of our proposal. Client agrees to pay an additional consideration of 10% of Test Lab's fees or \$500.00 whichever is greater. The additional sum shall be a waiver of limitation of Liability coverage and is not a charge for additional professional insurance. This waiver shall also apply to other design professionals, the contractor and its subcontractors selected for this project. This limitation shall not apply to the extent prohibited by law.

**PURSUANT TO FLORIDA STATUTE
§558.0035 AN INDIVIDUAL EMPLOYEE
OR AGENT MAY NOT BE HELD
INDIVIDUALLY LIABLE FOR
NEGLIGENCE.**

7. **Indemnification** - Test Lab shall indemnify, save and hold harmless the Client from all claims, demands, liabilities and suits of any nature whatsoever arising out of, because of or due to the breach of this Agreement by Test Lab, its subcontractors, agents or employees, or due to any negligent act, error or omission of Test Lab Inc., its subcontractor, agents or employees in rendering the professional services called for herein. It is specifically understood that this indemnification provision does not cover or indemnify the Client for its own negligence or breach of contract.

8. **Ownership of Documents** - All reports, field and laboratory data, calculation sheets and other prepared documents are considered instruments of Test Lab's services and shall be considered to be owned solely by Test Lab. Client agrees that all documents provided to the Client or Client's agent, if not paid for, will be returned upon demand and will not be used by Client or any other entity for any purpose whatsoever.

9. **Assigns** - The contract may be amended only by written instrument and signed by both parties. Client shall not assign this proposal or any reports or information generated pursuant to this proposal without any written consent of Test Lab, Inc.

10. **Claims** - The parties agree to attempt to resolve any dispute without resort to litigation including use of mediation, prior to filing any suits. 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.

11. **Consequential Damages** - In no event shall either party be liable to the other party for any consequential, incidental, or indirect damages including, though not limited to, loss of income, loss of profits, loss or restriction of use of property, or any other business losses regardless as to the whether such damages are caused by breach of contract or warranty, negligent act or omission or other wrongful act.

12. **Failure to Follow Recommendations** - Client will not hold Test Lab liable for problems that may occur if Test Lab's recommendations are not followed and waives any claim against Test Lab, and agrees to defend, indemnify and hold Test Lab harmless from any claim or liability for injury or loss that results from failure to implement Test Lab's recommendations.

13. **Force Majeure** - Neither Client nor Test Lab shall hold the other responsible for damages or delays in performance caused by events beyond the control of the other party and which could not reasonably have been anticipated or prevented, including but not limited to, acts of governmental authorities, acts of God, materially different site conditions, wars, riots, rebellions, sabotage, fires, explosions, accidents, floods, strikes or other conceded acts of workers, lockouts or changes in laws, regulations, or ordinances. The party intending to invoke force majeure shall provide prompt notice to the other party.

14. **Termination** - Either party may suspend performance immediately upon becoming aware of a breach of the terms of this contract by the other party and provide notice of its intention to terminate. In the event Test Lab determines there may be a significant risk that Test Lab invoices may not be paid on a timely basis, Test Lab may suspend performance and/or retain any reports or other information until Client provides Test Lab with adequate assurances of payment. The filing of a voluntary or involuntary bankruptcy petition, appointment of a receiver,



ATTACHMENT B - TERMS AND CONDITIONS

assignment for the benefit of creditors or other similar act of insolvency shall constitute a breach. Termination will become effective fourteen (14) days after receipt of notice by the breaching party unless the event(s) giving rise to the breach are remedied with that time frame, or the party seeking termination revokes its notice. Either party may, without cause, terminate this contract upon providing thirty (30) days written notice to the other party.

15. Law - The agreement shall be governed by laws of the State of Florida, and is deemed to have been entered into in Hillsborough County, Florida.

16. Site Work - Test Lab will take reasonable precaution to avoid any damage to the site from the activities of its crews or equipment. Any damage caused by Test Lab's negligence will be restored at Test Lab's expense. However, unavoidable damage caused in the execution of the work such as tire ruttings, cutting and splicing of fences, drilling through pavements, etc. will not be restored unless otherwise stated in the contract.

17. Utilities - The Client shall disclose to Test Lab the location of all hidden, obscure or buried man-made objects known to the Client so that Test Lab may avoid damage or personal injury. Test Lab will take reasonable precautions to avoid damage to subterranean structures or utilities of which Test Lab has received notification. Test Lab will conduct utility clearance only when that is part of the agreed upon Scope of Services between the Client and Test Lab or when required by law. Client agrees to hold Test Lab harmless for any damages to subterranean structures which are not called to Test Lab's attention or which are not correctly shown on the plans provided. Client shall indemnify, defend and hold harmless Test Lab from and against any claims, losses or damages incurred or asserted against Test Lab related to Client's failure to make, protect or advise Test Lab of underground structures or utilities. The Client shall reimburse Test Lab for all expenses incurred in connection with such claims, suits, etc., including reasonable attorney's fees.

18. Samples - Test Lab will retain any soil and rock samples obtained for 30 days after submitting its report. Further storage or transfer of samples can be made at Client's expense upon written request.

19. Test Locations - Tests will be performed at the approximate locations indicated by the Client or as recommended by Test Lab, Inc. Accurate horizontal and vertical locations will not be established by surveying, unless additional fees are provided for such work.

20. Interpretation of Data - Client recognizes that subsurface conditions may vary from those encountered at the locations where the borings, surveys, or explorations are made by Test Lab and that the data interpretations and recommendations of Test Lab personnel are based

solely on the information available to them. Test Lab will be responsible for those data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

21. Environmental Problems - The subsurface investigation outlined in this proposal assumes that there are no hazardous materials in the soils or groundwater underlying the site. This study is not designed to detect or identify such materials. If it becomes apparent during the field investigation that hazardous materials may be present, field operations will be terminated. The investigation will be resumed only after renegotiation of the scope of services and fees to cover appropriate health and safety precautions and proper consideration of the new information. Client waives any claim against Test Lab and agrees to defend, indemnify and hold Test Lab harmless from any claim or liability for injury or loss that results from the discovery of on-site environmental contamination whether related to soil, groundwater, air, vegetation or structures.

22. Hazardous Substances - Client agrees to advise Test Lab, prior to beginning work, of any hazardous substances on or near the site known to Client. In the event that test samples obtained during our work contain substances hazardous to health, safety or the environment, these samples remain the property of Client which also shall pay for all costs connected with decontamination of Test Lab equipment. Furthermore, any equipment of Test Lab's contaminated during Test Lab's services which cannot be reasonably decontaminated shall become the property and responsibility of Client. Such samples and/or equipment will be delivered to Client. Client agrees to pay transportation costs for samples and equipment and the fair market value of such contaminated equipment.

23. 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 Test Lab's services. If this occurs, Test Lab will promptly notify and consult with Client, but will act based on Test Lab's sole judgment where risk to Test Lab 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 Test Lab's judgment:

b. Agree with Client to modify the Scope of Services and the estimate 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 Test Lab in writing.