

TASK ORDER No.1
City Hall Annex Assessment and BIM Model

CONTINUING PROFESSIONAL SERVICES
(Architecture)

THIS TASK ORDER FOR CONTINUING PROFESSIONAL SERVICES (“Task Order”) is made on the day of _____, between the **City of Lake Worth Beach**, a Florida municipal corporation (“City”) and **WGI, Inc.**, a Florida CORPORATION (“CONSULTANT”).

1.0 Project Description:

The City desires the CONSULTANT to provide those services as identified herein for the Project. The Project is described in the CONSULTANT’s Proposal, dated May 1, 2023 and services are generally described as: An assessment of the City Hall Annex located at 414 Lake Ave, Lake Worth Beach, Florida (the “Project”). The City Hall Annex was originally constructed in 1916. The City has had partial evaluations for floor capacities performed in the past. At this time the City is requesting an assessment which includes asbestos and lead based paint survey, architectural, life safety and ADA compliance, structural, mechanical, electrical, plumbing, fire protection and building envelope review. This assessment will provide the City with the corrections needed to bring the building into compliance with current codes. Additionally, since no drawings are available for the building, the City has requested a Building Information model be developed for future use and reference.

2.0 Scope

Under this Task Order, the CONSULTANT will provide the City of Lake Worth Beach Structural, Mechanical, Electrical, Geospatial, Asbestos Survey, Lead Based Paint, Limited Mold Assessment with Architecture consulting services for the Project as specified in the **CONSULTANT’s proposal attached hereto and incorporated herein as Exhibit “1” Through Exhibit “3”**

3.0 Schedule

The services to be provided under this Task Order shall be completed within 180 calendar days from the City’s approval of this Task Order or the issuance of a Notice to Proceed.

4.0 Compensation

This Task Order is issued for a lump sum, not to exceed amount of **\$133,610.00**. The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount.

5.0 Project Manager

The Project Manager for the CONSULTANT is Ken Widjaja, phone (561-268-5681; email: ken.widjaja@wginc.com; and, the Project Manager for the City is Jamie Brown, phone (561) 586-1720; email: jbrown@lakeworthbeach.com.

6.0 Progress Meetings

The CONSULTANT shall schedule periodic progress review meetings with the City Project Manager as necessary but every 30 days as a minimum.

7.0 Authorization

This Task Order is issued pursuant to the Continuing Professional Services Agreement (Architecture) based on RFQ#23-300 between the City of Lake Worth Beach and the CONSULTANT, dated 03/24/2023 (“Agreement” hereafter). If there are any conflicts between the terms and conditions of this Task Order and the Agreement, the terms and conditions of the Agreement shall prevail.

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order No. _____ as of the day and year set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Carmen Y. Davis, City Manager Or Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Financial Services Director



CONSULTANT: **WGI, INC.**

By: _____
[Handwritten signature]

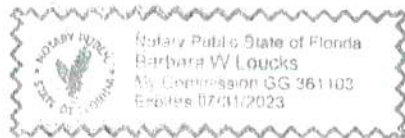
[Corporate Seal]
STATE OF Florida
COUNTY OF PALM BEACH

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 1st day of MAY, 2023, **WGI, Inc.**, by a Florida Corporation, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONSULTANT to the same.

[Handwritten signature]

Notary Public Signature

Notary Seal:





May 1, 2023 (Revised)
January 26, 2023, (updated)
January 23, 2023

EXHIBIT 1

Mr. Jamie Brown
Public Works Department
City of Lake Worth Beach
301 College Street
Lake Worth, FL 3346

[Jamie Brown <jbrown@lakeworthbeachfl.gov>](mailto:jbrown@lakeworthbeachfl.gov)

Re: City of Lake Worth Beach City Hall Annex
Lake Worth Beach, FL

Dear Mr. Brown:

Wantman Group, Inc. (WGI) is pleased to provide this proposal to the City of Lake Worth Beach (CLIENT) for engineering services. Our scope of services and corresponding fees are detailed below. In addition, it is agreed that WGI's services will be performed pursuant to WGI's Professional Services Agreement with the City of Lake Worth Beach, awarded as per RFQ 18-303 dated March 16, 2018.

Project Understanding:

The City Hall Annex was originally constructed in 1916. The City has had partial evaluations for floor capacities performed in the past. At this time the City is requesting an assessment which includes, asbestos and lead based paint survey, architectural, life safety and ADA compliance, structural, mechanical, electrical, plumbing and fire protection and building envelope review. This assessment will provide the City with the corrections needed to bring the building into compliance with current codes. This effort also includes scanning the interior of the building and the creation of a Building Information Model (BIM) for future improvements.

Scope of Services:

Building Assessment. Asbestos Survey, Lead based paint, Limited Mold Assessment, Architectural, Structural, Mechanical, Electrical Engineering Assessment and BIM Modeling.

1. Asbestos Survey, Lead Based Paint, Limited Mold Assessment \$5,190.00

This Task will be performed by GLE. GLE's proposal is attached as Exhibit 2

**2. Mechanical, Plumbing, Fire Protection and Electrical Assessment
Task 2A – Review of Existing Documentation \$2,500.00**

The CITY has provided numerous documents obtained through the acquisition and in support of the club modernization effort. The documents include permit drawings, limited shop drawings for engineering delegated components, Property Condition Assessment, and Property Survey. WGI will document review which will be limited to HVAC, plumbing, electrical, and fire protection permit drawings for this Work Order.

Task 2B – Existing Conditions Site Review **\$7,000.00**

WGI will visit the subject building to review based on preliminary review of existing documentation, document findings and existing conditions in correlation to the latest adopted edition of the Code, and develop recommendations for repairs, upgrades, and/or replacements.

The WGI will perform a limited observation of the building's interior HVAC, plumbing, electrical, and fire protection conditions through easily accessible means.

It will be the CITY's responsibility to provide access to all rooms and spaces for a full review of the existing interior architectural conditions.

Task 2C –Indoor Air Quality Review **\$4,500.00**

Assist with the evaluation of indoor air quality and ventilation requirements. Identification or testing of indoor air quality issues (i.e. mold, asbestos, lead paint, etc.) are not included in this section, but the mechanical engineer will assist with review of these issues and provide input with respect to the HVAC system operation and condition.

This task will include calculating the HVAC system cooling and heating loads for the building, including the code required outside air ventilation rates. These loads will be compared to the system capacities. Some additional air flow test data may become necessary for a complete analysis. The costs for testing are not included, but the Consultant will make a recommendation if test data is necessary.

Task 2D – Assessment Report **\$9,000.00**

The CONSULTANT shall prepare an Assessment Report that consists of documented findings and field observations, as well as recommendations for repairs, upgrades, and/or replacements of components and an estimate of probable construction costs with respect to the MEPFP systems. Upon review of the draft Assessment Report, modifications shall be incorporated, and a final Assessment Report delivered to the City.

3. Architectural Assessment

Task 3A – Review of Existing Documentation **\$4,060.00**

The CITY has provided numerous documents obtained through the acquisition and in support of the club modernization effort. The documents include permit drawings, limited shop drawings for engineering delegated components, Property Condition Assessment, and Property Survey. WGI will document review which will be limited to permit drawings for this Work Order.

Task 3B – Existing Conditions Site Review **\$8,120.00**

WGI will visit the subject building to review based on preliminary review of existing documentation, document findings and existing conditions in correlation to the latest adopted edition of the Code, and develop a matrix of recommendations for repairs, upgrades, and/or replacements.

The WGI will perform a limited observation of the building's interior architectural conditions through easily accessible means. WGI will coordinate between the structural and MEP disciplines for coordinated review of the building. Interior architectural conditions, rooms, and spaces will be compared to the existing documentation and identified only. As building end use is currently undefined, this scope specifically excludes any new space planning or design efforts.

It will be the CITY's responsibility to provide access to all rooms and spaces for a full review of the existing interior architectural conditions.

Task 3C – Life Safety and Accessibility Code Assessment **\$6,880.00**

WGI will research and correlate applicable Code requirements as they pertain to the existing documentation and conditions as observed during the site observation for critical life safety, accessibility, and alteration level requirements. Code research will be documented for applicability to future building modifications based on coordination with the design team and project stakeholders.

WGI will meet with the City’s Building Department and Fire Marshal to ensure compliance with the applicable Code requirements.

Task 3D – Assessment Report **\$8,120.00**

The CONSULTANT shall prepare an Assessment Report that consists of documented findings and field observations, as well as recommendations for repairs, upgrades, and/or replacements of components and an estimate of probable construction costs. The report shall be formatted and coordinated into a single PDF file deliverable and submitted as a draft for review with the City. Upon review of the draft Assessment Report, modifications shall be incorporated, and a final Assessment Report delivered to the City.

4. Structural Assessment

Task 4A – Review of Existing Documentation **\$4,060.00**

The CITY has provided numerous documents obtained through the acquisition and in support of the club modernization effort. The documents include permit drawings, limited shop drawings for engineering delegated components, Property Condition Assessment, and Property Survey. CONSULTANT document review will be limited to permit drawings for this Work Order.

Task 4B – Florida Building Code 2020 Wind Load Requirements **\$5,000.00**

The CONSULTANT will develop for the roof structure, deadload, live load and wind load pressures, distribute and analyze the code prescribed loading, and determine:

- a. Roof gravity deadload,
- b. Live load,
- c. Wind (negative and positive) loads and
- d. Lateral loading imposed on the roof.
- e. Load path verification

The calculations will be used for comparison of the buildings existing condition to the current code requirements.

Task 4C – Site Observation **\$6,880.00**

The CONSULTANT shall perform a limited observation of the structure through accessible existing openings or openings made at strategic locations on the ceiling or walls. EXHIBIT 4 and 5 indicates the approximate locations of the openings for observations.

It will be the CITY’s responsibility to provide ladders for access to the temporary openings.

It will be the CITY’s responsibility to remove and replace the fire rated ceiling at the identified openings.

It will be the CITY’s responsibility to remove any frangible asbestos, lead based paint and mold from crawl spaces, interstitial and attic areas prior to our observations.

Task 4D – Structural Condition Assessment Report

\$5,620.00

The condition assessment will outline issues we observed, the estimated extent and limits of any areas deemed in need of repairs, upgrades or replacements.

If required, soundness of the roof truss, bearing walls, framing, or other structural components will be determined by nondestructive vibration sounding and isolated destructive testing, such as removing spalling areas or coring or drilling small diameter holes to determine the depth of the damage.

5. Scan and Existing Conditions Record Building Information Model (BIM)

Task 5A Survey HD Laser Scanning

\$28,200.00

1. Perform high-definition laser scanning of the exposed, visible, and accessible areas of the Old Lake Worth City Hall, also known as the Lake Worth City Hall Annex (414 Lake Ave).
2. Laser scanning will be performed to Level of Accuracy (LOA) 20 as per the United States Institute of Building Documentation (USIBD) Specifications. This LOA provides relative accuracy of 15mm (5/8-inch) sufficient for feature extraction from scans to a Level of Development (LOD) 200.
3. Accessible and exposed areas/rooms of the building will be scanned including the crawl space, walkable roof that is accessible from the second floor and the exterior. Does not include areas above ceiling tiles.
4. The raw scans of the building will be controlled, registered, and unified into one single point cloud.
5. Prepare ReCAP (.RCP) format file for extraction and Building Information Model (BIM) modeling purposes.

Task 5B Existing Conditions Record BIM Services

\$28,480

1. Prepare BIM from point cloud extraction in Revit (RVT) format illustrating existing architectural interior and exterior conditions to LOD 200. The architectural BIM model will consist of the following existing conditions plans for review with CLIENT:
 - a. Floor Plans for each level;
 - b. Reflected Ceiling Plans for each level, generally illustrating locations of ceiling types and major appurtenances consisting of HVAC registers/diffusers and lighting only;
 - c. One (1) overall Roof Plan;
 - d. Exterior Elevations for all building facades; and
 - e. Two (2) three-dimensional views of building exterior directly from RVT model.
2. The following are excluded from this proposal:
 - a. Design, interior space planning, programming, and any other associated professional consulting services;
 - b. Documentation of existing conditions above ceilings or within any other inaccessible spaces; and
 - c. Enhanced visualization of building.

Survey Notes

1. Access to the subject project shall be granted upon prior notice if restricted, gated, and/or locked. In the event that the surveyor is not allowed on site to perform the above survey services after access has been coordinated, the client shall be invoiced at the hourly rates quoted on WGI's current Fee Schedule.

May 1, 2023

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2. As-builts or Records research and the evaluation thereof is not included in this proposal.
3. Only areas that are observable through a direct line of site of our lasers will be documented. Items blocked by obstructions will not be included in our documentation. The moving or removal of items to allow scanning is not included in this scope of services.
4. Scans above ceiling tiles are not included in this scope of services.
5. Meeting attendance is not included in this scope of services.
6. Survey will be based on a Horizontal Datum of NAD83 and a Vertical Datum of NAVD88.

TOTAL LUMP SUM FEE

\$133,610.00

We appreciate the opportunity to be of service to the City of Lake Worth Beach. Upon acceptance of this proposal, please sign and return an executed copy to this office.

Respectfully submitted,

WGI



Jeffrey Bergmann, PE
Director, Specialty Structures



September 23, 2022

Mr. Jeffrey Bergmann
WGI
2035 Vista Parkway
West Palm Beach, Florida 33411

Sent via email: jeffrey.bergmann@wginc.com

**RE: Proposal for an Asbestos Survey, Lead Paint Survey, & Limited Mold Assessment
Lake Worth Beach City Hall Annex
414 Lake Avenue, Lake Worth Beach, Florida 33460**

GLE Proposal No.: 22-74913P

Dear Mr. Bergmann:

GLE Associates, Inc. (GLE) is pleased to submit this proposal to provide consultant services for asbestos-containing materials (ACM), lead paint, and a limited mold assessment, within the facility location referenced above. In accordance with your request, we have prepared a summary of our scope of services, along with our professional fee to complete the work.

UNDERSTANDING

Our understanding of this project is based upon the information provided by the Client. We understand that the project consists of the Lake Worth Beach City Hall Annex located at 4141 Lake Avenue in Lake Worth Beach, Florida. It is required that prior to renovation, a survey for the presence of asbestos-containing materials (ACM) be performed in order to obtain the necessary permitting

SCOPE OF SERVICES

Task I –Asbestos Survey

GLE will perform an asbestos survey for ACM that will generally consist of the following items:

1. Visual observations of friable and non-friable ACM
2. Physical assessment of suspected friable materials
3. Bulk sampling
4. Laboratory analysis
5. Written report documenting findings
6. Recommendations and conclusions

GLE Associates, Inc.

The asbestos survey will consist of a walkthrough of the interior and exterior of the subject structure in its entirety. Accessible areas within the structure will be observed for potential ACM by properly trained and certified personnel. After these visual observations are completed, representative samples of each suspect material will be obtained as necessary to comply with current National Emissions Standards for Hazardous Air Pollutants (NESHAP) and Occupational Safety & Health Administration (OSHA) regulations. The sampling protocol will be determined in the field by our surveyor based upon previous experience and in general accordance with all Asbestos Hazard Emergency Response Act, NESHAP and OSHA regulations.

GLE will conduct the sampling in accordance with currently acceptable engineering practices and appropriate care, but the owner should note that some ACM might be hidden behind walls or other building elements. The sampling will consist of the removal of small portions of building components to be analyzed for asbestos content. Due to the various forms of construction/renovation techniques that may have been used, there may be areas of the building that will not be able to be accessed until demolition/renovation activities occur. Therefore, any suspect hidden material found should be assumed to be ACM until tested and/or verified to be non-asbestos-containing through laboratory analysis.

A National Voluntary Laboratory Accreditation Program accredited laboratory using Polarized Light Microscopy will analyze samples collected on the project. This is the method of analysis that is recommended by the Environmental Protection Agency.

If requested roofing samples will be collected as part of this project provided that the roofing systems can be safely accessed utilizing a 24-foot ladder or an existing roof access hatch. In the event that the subject roof system cannot be safely accessed, the Client should arrange alternative means for GLE to gain access to the subject roof systems. Per current environmental standards, should the roofing system not be sampled, it will be reported as presumed ACM until analytical testing determines otherwise. We recommend that a properly qualified roofing contractor be employed by the Client to provide permanent patching at our sample locations. Additionally, please be advised that sampling of the existing roofing systems may void any existing warranties.

Upon completion of the above-referenced survey, GLE will issue a final report summarizing the results of the survey, and will identify the location, quantity, and accessibility of the materials sampled and determined to contain asbestos. Our reports will include recommendations and conclusions for dealing with any asbestos determined to be present.

Task II - Lead Paint Screening Survey

GLE will perform a lead paint survey for painted surfaces of the structure. Representative samples of paint will be obtained for lead identification by Atomic Absorption Spectroscopy (AAS). This is the method of analysis recommended by the EPA. A lead paint survey report will be generated

indicating paint sample locations and analytical results of the surveys. The report will satisfy OSHA requirements for lead paint surveys and may be used as the basis for future renovation/demolition activities.

Task III – Limited Mold Assessment

Building Area Walkthrough and Observations

This task will consist of a walkthrough of accessible interior areas of the subject structure. During the walkthrough, observations of the interior of the assessment area will be conducted to determine the nature and extent of potentially affected areas and building materials. Readily accessible HVAC components will be assessed, including supply diffusers and return grilles, to identify the potential for the dissemination of particulate. Representative areas will be selected to finalize the sampling strategy that will be used for the remaining tasks.

Particulate Surface Microbial Sampling

This task will include the collection of particulate surface samples from surfaces where visible assumed mold growth is discovered for qualitative fungal speciation. All samples will be delivered for 72-hour turnaround time (TAT), under strict chain-of-custody, to an accredited microbiology laboratory, for viable and non-viable mold spore analysis.

Temperature and Relative Humidity Measurements

This task will consist of obtaining measurements of temperature and relative humidity from within the subject areas. These samples will be obtained with the use of a portable/hand-held digital psychrometer. These measurements are significant indicators conditions conducive to microbial growth and will be used to correlate the effectiveness of the designated zone type air handling throughout the facility.

Moisture Meter Measurements

This task will consist of obtaining measurements of moisture percentages within the subject areas. Moisture readings will be obtained through the use of a portable/hand-held moisture meter from various building materials present in the facility. The instrument will be used to perform in-situ testing as necessary to determine the extent of potentially water-damaged building materials (i.e., walls and ceilings, carpet, etc.).

The meter gives a digital readout level in terms of a percentage of moisture (wood-equivalent) in the building material surveyed. In general, levels less than 20% represent an acceptable level of moisture. Levels in excess of 20% provide an environment conducive for the proliferation of microorganisms.

Data Evaluation and Interpretation

This task will consist of assembling all background physical observations from Tasks 1 through 4 into a written report, containing our professional opinion in regard to the cause of any fungal growth observed within common areas of the facility.

The data generated will be used for comparison with existing guidelines and recommended levels published by The National Institute of Occupational Safety and Health (NIOSH), the Occupational Health and Safety Administration (OSHA), and the Environmental Protection Agency (EPA).

Task IV – Reporting

GLE will prepare a report/reports to include background physical observations and laboratory analytical results. The data generated will be used for comparison with existing guidelines and recommended levels published by The National Institute of Occupational Safety and Health (NIOSH), the American Industrial Hygiene Association (AIHA), the Occupational Safety and Health Administration (OSHA), and the Environmental Protection Agency (EPA).

PROFESSIONAL FEE

The lump sum fee to complete the scope of services referenced above for this project is **\$5,190.00**.

Fieldwork

Certified Asbestos Building Inspector	\$ 425.00
Certified Lead Inspector	850.00
Project IH (Assessment/Testing)	425.00
Miscellaneous Expenses (Mileage)	<u>150.00</u>
Subtotal	\$ 1,850.00

Laboratory Services

Asbestos PLM Bulk Sample Laboratory Analysis (up to 93 samples)	\$1,395.00
Bio-Aerosol Sampling/Analysis (up to 14 samples)	700.00
Lead Paint Chip Sample Laboratory Analysis (up to 20 samples)	<u>300.00</u>
Subtotal	\$ 2,395.00

Final Report Preparation

Project Manager – Report	\$ 570.00
LAC - Report Review	75.00
Lead Risk Assessor - Report Review	75.00
Certified Industrial Hygienist	75.00

Mr. Jeffrey Bergmann
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Admin/Clerical	65.00
Miscellaneous Expenses (Report Production/Shipping)	<u>85.00</u>
Subtotal	\$ 945.00
Total Lump Sum Fee	\$ 5,190.00

This fee consists of the on-site field assessment, data evaluation, report compilation, and project administration. This fee assumes that the onsite fieldwork can be completed within one working day. If additional fieldwork time is required to complete the work outlined above, GLE will notify the client for authorization and the additional hours will be billed at a rate of \$85 per hour.

AUTHORIZATION TO PROCEED AND TIME SCHEDULE

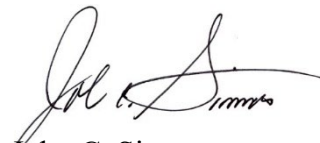
GLE requires that you provide the following:

1. Written authorization to provide the proposed services.
2. Site access. Any delays in obtaining site access may result in additional charges to Client.

Should this proposal meet with your approval, please complete the attached Proposal Acceptance Sheet (PAS). This letter, with the completed PAS, will serve as a contract between us.

GLE appreciates the opportunity to provide this proposal to you. If you have any questions or special instructions, please do not hesitate to contact us.

Sincerely,
GLE Associates, Inc.



John C. Simmons
Vice President



Michael B. Collins, CIH, CSP, CIEC
Principal Certified Industrial Hygienist

JCS/MBC/lb



PROPOSAL ACCEPTANCE SHEET

Project Asbestos Survey, Lead Paint Survey, & Limited Mold Assessment
Lake Worth Beach City Hall Annex, 414 Lake Avenue, Lake Worth Beach, Florida 33460

Cost \$5,190.00 **Proposal No./Date/PM** 22-74913P/September 23, 2022/JCS

PAYMENT OF SERVICES

Charge Invoice to:

Firm _____
Address _____
_____ **Zip Code** _____

Attention _____ **Title** _____
Telephone _____ **Email** _____

REPORT DISTRIBUTION/CORRESPONDENCE

Two reports will be provided for the cost estimate above; additional reports are charged at \$50.00 each. Reports will be sent to:

Firm _____
Address _____
_____ **Zip Code** _____

Attention _____ **Title** _____
Telephone _____ **Email** _____

SPECIAL INSTRUCTIONS

PROPERTY OWNER IDENTIFICATION

Firm _____
Address _____
_____ **Zip Code** _____

Attention _____ **Title** _____
Telephone _____ **Email** _____

PROPOSAL ACCEPTANCE

The Terms and Conditions of this Proposal, including the terms on this page and GLE's Standard Terms & Conditions on the following page hereof are:

Accepted this _____ **day of** _____, **20** _____

Print or Type individual, firm or corporate body name

Signature of authorized representative

Print or type name or authorized representative and title

GLE Associates, Inc.

Standard Terms and Conditions

Services to be Provided. GLE Associates, Inc., an independent consultant, agrees to provide Client for its sole benefit and exclusive use consulting services set forth in our Proposal.

Definitions. When used herein, the terms "we", "us", or "our" refer to Consultant and the terms "you", "your", "he", "his", "it" and "its" refer to client.

Right of Entry and Right to Proceed. Client grants a right of entry from time to time to consultant, its agents, staff, consultants, and contractors or subcontractors, for the purpose of performing and with the right to perform all acts, studies and research including without limitation the making of tests and evaluations, pursuant to the agreed services. Client represents that he possesses all necessary permits and licenses required for the continuation of its activities at the site.

Billing and Payment. Unless otherwise indicated in our Proposal, our billings will be based on actual accrued time, test costs, and expenses. Client agrees to pay invoice upon receipt. Should payment not be received within 30 days, the amount due shall bear a service charge of 1-1/2 percent per month or 18 percent per year, and the cost of collection including reasonable attorney's fees, if so collected by law through an attorney. In lieu of the statutory post judgment rate provided by section 55.03, *Florida Statutes*, as amended, the interest rate of 1-1/2 percent per month or 18 percent per year shall also apply post-judgment, as permitted by the aforementioned statute. If 1-1/2 percent per month exceeds the maximum allowed by law, the charge will automatically be reduced to the maximum legally allowed. If Client has any objections to any invoice or part thereof submitted by Consultant, he shall so advise us in writing giving his reasons within 14 days of receipt of such invoice. Client agrees it will not exercise any right of set-off it has under this Agreement, any continuing agreement with Consultant, or any right of set-off provided by law. No deduction shall be made from Consultant's invoice on account of penalty, liquidated damages, or other sums withheld from payments to contractors or others. Payment of the invoice shall constitute final approval as to all aspects of the work performed to date as well as the necessity thereof. If the project is terminated in whole or in part then we shall be paid for services performed prior to our receiving or issuing written notice of such termination, in addition to our reimbursable expenses and any shut down costs incurred. Shut down costs may, at our sole discretion, include completion of analysis and records necessary to document our files and protect our professional reputation.

Damage at Site. We will not be liable for any property damage or bodily injury arising from damage to or interference with structures including without limitation, pipes, tanks, telephone cables, etc., which are not called to our attention in writing and correctly shown on the plans furnished by client in connection with work performed under this Agreement. Client recognizes that the use of test equipment may unavoidably affect, alter, or damage buildings, structures and equipment in, at, or upon the site. Client accepts the fact that this is inherent to our work and will not hold us liable or responsible for any such affect, alteration or damage.

Standard of Care and Warranty. Professional services provided by us will be performed, findings obtained, and recommendations prepared in accordance with generally accepted architecture and engineering principles and practices. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED.

Public Liability. Consultant maintains workers' compensation and employer's liability insurance for our employees as required by state laws. In addition, we maintain comprehensive general liability and auto liability insurance.

A Certificate of insurance can be supplied evidencing such coverage. We will not be liable or responsible for any loss, damage or liability beyond the amounts, limits, coverage, or conditions of such insurance specified above.

Indemnity. Client and GLE agree to hold harmless and indemnify the other, their respective agents, their respective employees, and their respective subcontractors from and against any and all losses, liabilities, and costs and expenses of every kind (including the cost of defense, investigation, settlement, and reasonable attorneys fees) to the proportional extent such losses, liabilities and costs and expenses arise out of the negligent acts, errors or omissions or willful misconduct by either party respectfully or from any violation of any and all applicable statutes, ordinances, rules and regulations of any government or of any agency by either party respectfully. Client shall, in the event of liability arising out of their joint negligence or willful misconduct, indemnify and save each other harmless in proportion to their relative degree of fault.

Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND FOR ADDITIONAL CONSIDERATION OF \$10, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE CLIENT AGREES THAT GLE'S LIABILITY, AND THAT OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUBCONTRACTORS, TO CLIENT, ANY SECONDARY CLIENTS OR ANY THIRD PARTY DUE TO GLE'S BREACH OF CONTRACT OR NEGLIGENT PROFESSIONAL ACTS, ERRORS OR OMISSIONS WILL BE LIMITED TO AN AGGREGATE OF \$50,000 OR THE TOTAL FEES PAID BY CLIENT TO GLE UNDER THE PROPOSAL, WHICHEVER IS LESS. NEITHER PARTY SHALL BE RESPONSIBLE TO THE OTHER FOR ANY

CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES (INCLUDING LOSS OF USE, INCOME, PROFITS, FINANCING OR REPUTATION) ARISING OUT OF OR RELATING TO THIS AGREEMENT.

PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

Sampling and Testing Location. The fees included in our Proposal do not include costs associated with surveying of the site and/or facility to determine accurate horizontal and vertical locations of tests. If surveying is required cost of surveying will be paid by client. Field tests or sample locations described in our report or shown on sketches are based on specific information furnished by others or estimates made in the field by our personnel. Such dimensions or elevations are approximate.

Client Disclosure. Client agrees to advise GLE of any hazardous substances or any condition on or near the site that presents a potential danger to human health, the environment, or GLE's equipment. GLE does not assume control or responsibility for the site or the persons in charge of the site, or undertake responsibility for reporting to any federal, state or local agencies any conditions at the site that may present a potential danger to public health, safety or the environment. Client agrees to notify the appropriate federal, state or local agencies as required by law, or otherwise make timely disclosure of any information that may be necessary to prevent damage to human health, safety or the environment. Client acknowledges that GLE may be required to make such disclosures if Client fails to do so and agrees to hold GLE harmless from any such disclosure.

Scheduling of Services. The services set forth in GLE's proposal will be accomplished in a timely and professional manner by GLE personnel. If GLE is required to delay commencement of the services or if, upon embarking upon its services, GLE is required to stop or interrupt the progress of its services as a result of changes in the scope of work requested by the Client, to fulfill the requirements of third parties, or for other causes beyond the direct reasonable control of GLE, additional charges will be applicable and payable by Client. Should completion of any portion of services be delayed for causes beyond the reasonable control of, or without the fault or negligence of, GLE, the time of performance shall be extended for a period equal to the delay.

Sample and Waste Disposal. Samples are generally consumed and altered during testing and are disposed of immediately upon completion of tests. If Client wishes GLE to retain any test samples, then, at Client's written request, GLE will use its best efforts to retain preservable samples or the residue therefrom but only for a mutually acceptable time and for an additional charge. GLE reserves the right to refuse storage of any samples. Client agrees that GLE is not responsible or liable for loss of samples retained in storage. If Client requests GLE to containerize drilling water and/or fluids produced by GLE's activity ("waste"), Client will provide a secure storage location at or near the project site to prevent tampering with the waste. Non-hazardous waste will be disposed of by GLE for an additional charge at an appropriately licensed facility.

In the event that samples or waste contain asbestos, toxic or hazardous substances or constituents, ("contaminants"), GLE will either: 1) return the samples or waste to Client for proper disposal or 2) using a manifest signed by Client as generator for an additional fee, have the samples or waste transported to a location selected by Client for final disposal. Client agrees to pay all costs associated with the storage, transporting and disposal of samples of waste. Client recognizes and agrees that GLE is acting as a bailee and at no time assumes title, constructive or expressed, to such samples or waste.

Unforeseen Occurrences. If, during the performance of services, any unforeseen hazardous substances or constituents or other unforeseen conditions or occurrences are encountered which, in our sole judgement significantly affect or may affect the services, the risk involved in providing the services, or the recommended scope of services, we will promptly notify Client thereof. Subsequent to that notification, Consultant may:

If practicable, in our sole judgement, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal;

- Agree with Client to modify the Scope of Services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or
- Terminate the services effective on the date specified by us in writing.

Documents. Client will furnish or cause to be furnished such reports, data, studies, plans, specifications, documents and other information deemed necessary by us for proper performance of our services. We may rely upon Client-provided documents in performing the services required under this Agreement; however, we assume no responsibility or liability for their accuracy. Client-provided documents will remain property of Client. All documents, including

but not limited to, drawings, specifications, reports, field notes, laboratory test data, calculations and estimates prepared by us as instruments of service pursuant to the Agreement, shall be our sole property. Client agrees that all documents of any nature 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 for any purpose whatsoever. Client further agrees that under no circumstances shall any documents produced by us pursuant to this Agreement be used at any location or for any project not expressly provided for in this Agreement without our prior written permission. If Client uses all or any portion of our work on another project without our permission, Client shall to the maximum extent permitted by law save us harmless from any and all claims arising from such unauthorized reuse. Further, no part of any document we deliver to Client shall be reproduced or distributed, whether for advertising or any other purpose, without our prior written consent. Any such reproduction or distribution shall be at Client's sole risk and without liability or legal exposure to consultant.

Field Representative. The presence of our field personnel either full- or part-time will be for the purpose of providing observation and field testing of specific aspects of the project. Should a contractor be involved in the project, our work does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor should be so advised. The contractor should also be informed that neither the presence of our field representative nor the observation and testing by us shall excuse contractor in any way for defects discovered in contractor's work. It is agreed that we will not be responsible for job or site safety on the project and that we do not have the right to stop the work of the contractor.

Severability. In the event that any provision herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and binding upon the parties hereto.

Priority Over Form Agreements/Purchase Orders. The Client agrees that the provisions of this agreement shall control and govern over any orders, purchase orders or work orders or other form writings issued or signed by the parties ("orders"), and such forms shall have no force or effect but may be issued by Client to GLE, without altering the terms hereof, solely for the purpose of convenience in ordering services.

Termination. This agreement may be terminated by either party with or without cause upon giving (7) days prior written notice to the other party. This agreement will terminate automatically upon the insolvency of the Client. In the event Client requests termination prior to the completion of the proposed services, Client shall take possession of the premises and the materials and equipment paid for and belonging to Client, and GLE shall be paid for all services performed to the date of termination and for all reasonable costs incurred in project closeout.

Consideration. The parties agree the charges for GLE's services are sufficiently adjusted downward to include any specific consideration payable to Client for any indemnities or any other clause requiring specific consideration as required under these Terms and Conditions.

Attorney Authority. If GLE is being retained by Client's counsel, such counsel represents that he/she has the authority to bind, and hereby expressly binds Client to these Terms and Conditions.

Survival. All obligations arising prior to the termination of the Agreement and all provisions of this Agreement allocating responsibility or liability between Client and Contractor shall survive the completion of the services and the termination of this Agreement.

Integration. This Agreement and the documents attached hereto and which are incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties.

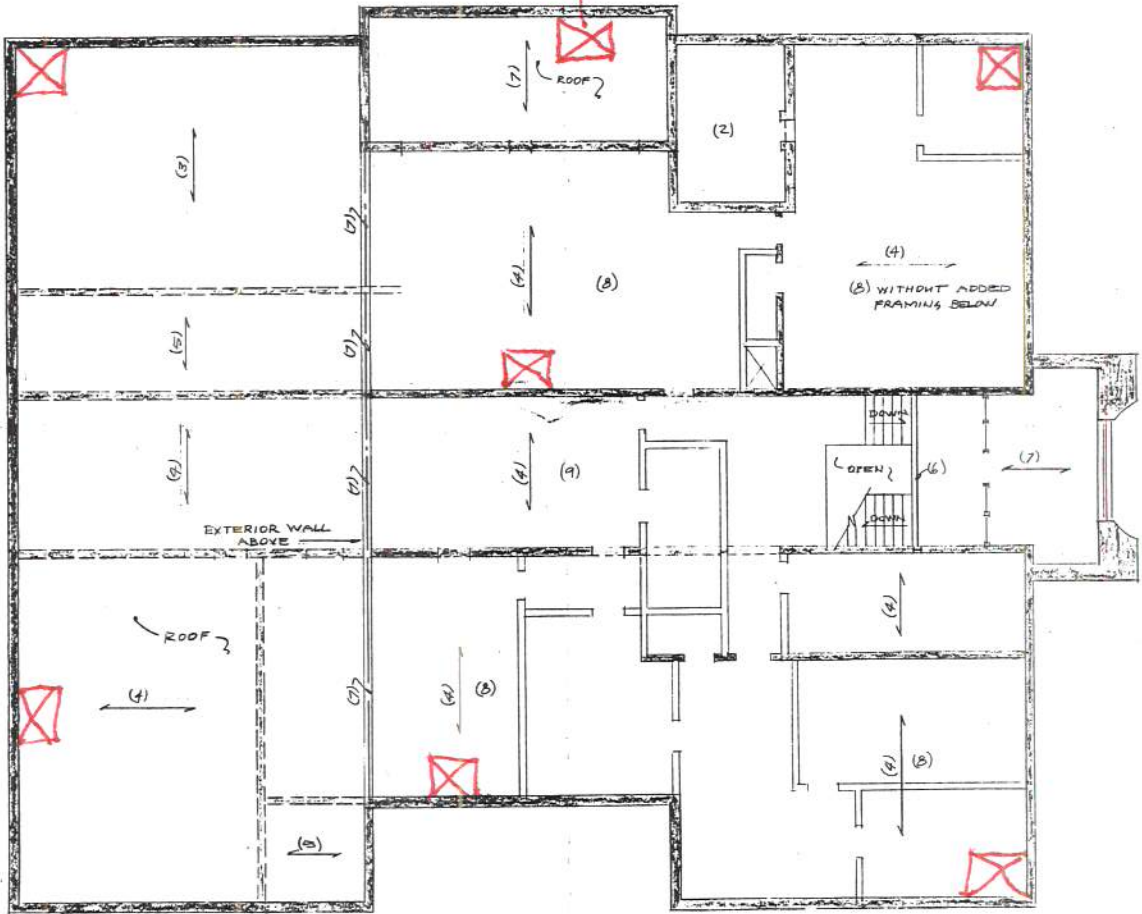
Governing Law. This Agreement and any amendments to it shall be governed in all respects by the laws of the State of Florida. The parties hereby agree that the venue for any lawsuit filed by any person pursuant to this Agreement shall only be in Hillsborough County, Florida. Each party hereby irrevocably submits itself to the original jurisdiction of the state and federal courts sitting in or having jurisdiction over Hillsborough County, Florida with regard to any controversy in any way relating to the execution, delivery or performance of this Agreement. "The parties each had an opportunity to review and negotiate this agreement and this agreement shall not be construed more strictly against one party as drafter."

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Exhibit 3

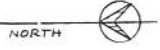
- NOTES
- (1) BEARING WALLS SHOWN THUS
 - (2) CONCRETE VAULT
 - (3) VERIFIED 2X14 @ 12"
 - (4) 2X14 @ 12" ASSUMED BECAUSE OF CRAWL SPACE FRAMING
 - (5) 2X8 @ 12"
 - (6) 2X4 STEEL S BEAM (NOT VERIFIED)
 - (7) UNKNOWN
 - (8) LIVE LOAD CAPACITY = 50 PSF
 - (9) LIVE LOAD CAPACITY = 170 PSF

TYPICAL OPENING FOR OBSERVATION



SECOND FLOOR FRAMING

SCALE: 1/8" = 1'-0"



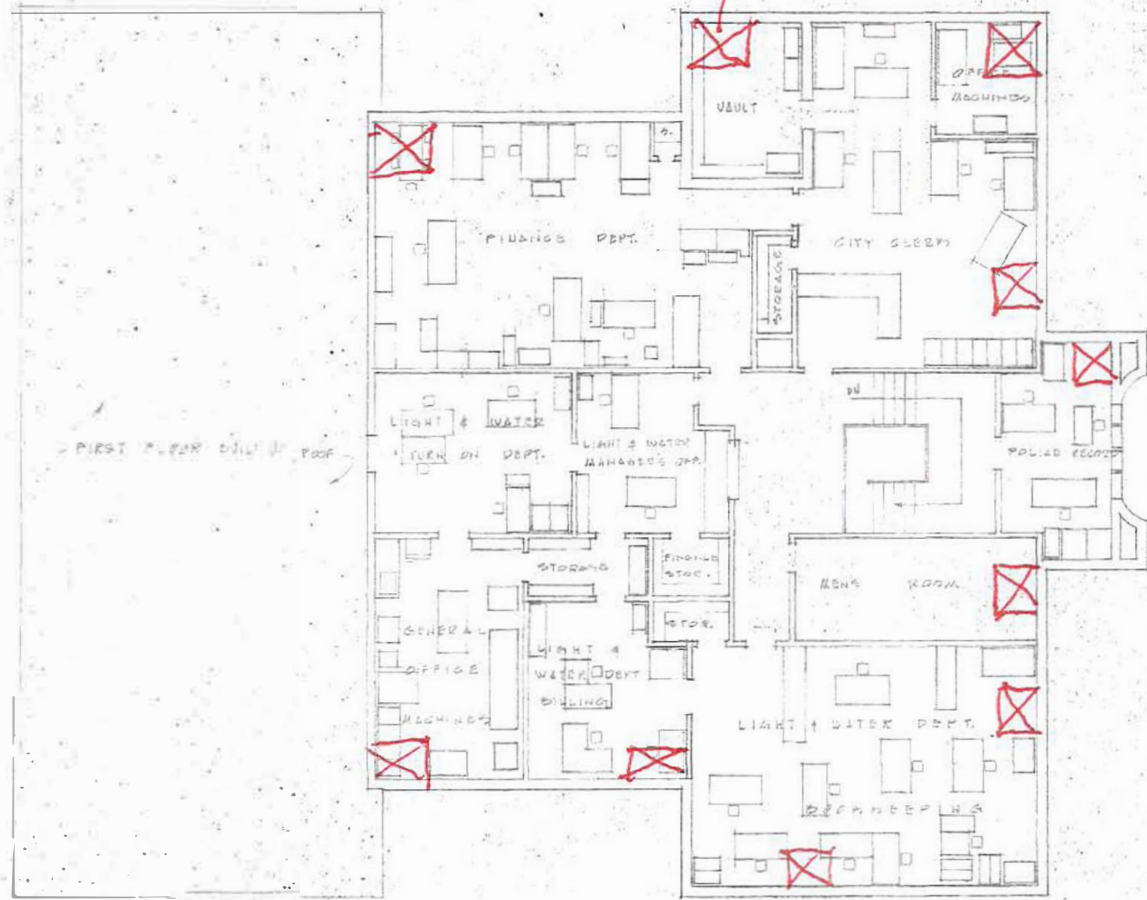
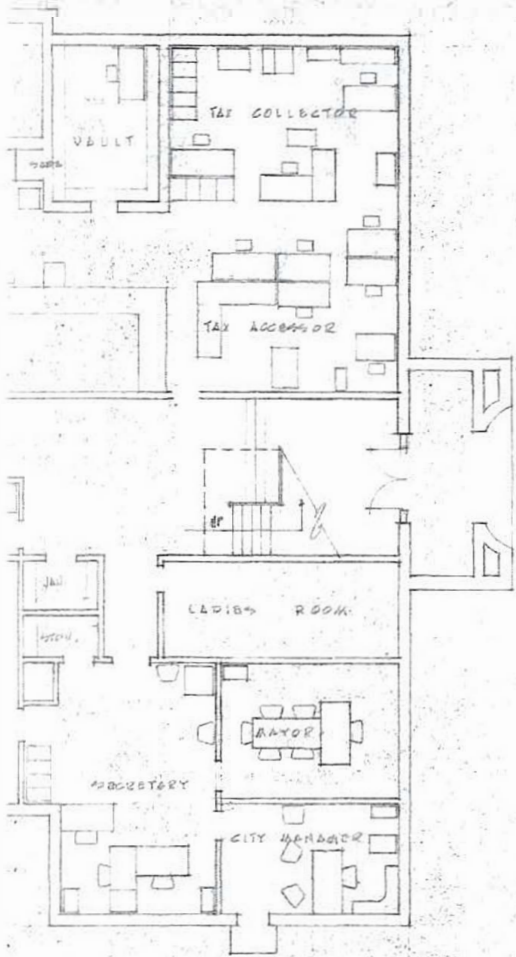
4-19-80

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BOTKIN & ASSOCIATES, INC.
 CONSULTING ENGINEERS
 3208 10th Avenue, North
 Lakewood, Florida 33463, 904-587-1877
 PROJECT NO. 1-8010

EXHIBIT 4

TYPICAL OPENINGS
FOR ROOF OBSERVATION



ARSENICOS
OPTHEGROVE
ARCHITECTS
351 NORTHLAKE BOULEVARD
NORTH PALM BEACH, FLORIDA 33408

EXISTING CONDITIONS AT CITY HALL
LAKE WORTH, FLORIDA
FACILITIES BUILDING PREPARATION STUDY