



30 August 2022

Alicia Tretheway  
Procurement Coordinator  
Levy County Board of County Commission  
310 School Street  
Bronson, FL 32621

**RE: Levy County Courthouse Renovation  
BFBSA No. 18440**

**Ali**, Barnett Fronczak Barlowe & Shuler Architects (BFBSA) appreciates the opportunity to provide Architectural Services for the above project as you requested. The scope of work will be to provide Professional Architectural Services, for the design and construction administration of the project, based on the space program and conceptual design documents dated 27 June 2022.

The scope of the work will include a single-story front entry addition at approximately 1,200 square feet in size. Additional ADA Parking will be designed at the west side of the building along with an accessible route to the Courthouse entry and Administration building entry. The first-floor renovation will include 1,700 square feet of space to be converted into a small courtroom and conference room and the existing entry lobby will be renovated. The 2,300 square feet at the second floor will be a renovation of the space to add offices and a breakroom and renovate the existing restrooms to meet ADA requirements.

It is our understanding that the construction budget is \$1.3 million with possible additional funds available. BFBSA was directed to include the second-floor renovation as an add alternate to keep the project within budget.

**Project Team**

Our Project Team is comprised of the following:

<b>BFBSA</b>	Architecture
<b>Bliss Nyitray, Inc.</b>	Structural Engineering
<b>Cambell Spellicy</b>	Mechanical, Plumbing, Electrical and Fire Protection Engineering
<b>Baytowne Group Inc.</b>	Civil Engineering
<b>McMillen Surveying, Inc.</b>	Surveying
<b>Universal Engineering</b>	Sub-Surface Investigation

I have attached the consultants' proposals to this letter.

## Architectural Services Fee

The fee for the scope of work will be **\$145,950.00** for Design services and a fee breakdown for the for the scope of work is attached to this letter.

### Fee by Project Phases

Pre-Design	\$ 20,792.00
Schematic Design	\$ 14,550.00
Design Development	\$ 22,090.00
50% Contract Documents	\$ 23,967.00
100% Contract Documents	\$ 28,284.00
Bidding	\$ 8,780.00
Contract Administration	<u>\$ 27,487.00</u>
 Total	 \$145,950.00

Reimbursable expenses will be invoiced at 1.15 times actual expenses and include, travel, printing and other expenses directly associated with the project.

### Deliverables

BFBSA will submit electronic copies of the documents in PDF format for staff review and will provide three paper copies of the design documents for use by the Levy County Staff. Signed and sealed drawings will be submitted to the General Contractor for permitting.

### Schedule

The schedule for the scope of work will be as follows:

Pre-Design	45 days
Schematic Design	30 days
Design Development	30 days
50% Contract Documents	45 days
100% Contract Documents	45 days
Bidding	45 days
Contract Administration	300 days

We have included 17 trips to the site which will include the following.

Kick-off meeting	1 trip
Schematic Design	1 trip
Design Development	1 trip
50% Contract Document	1 trip
100% Contract Documents	1 trip
Bidding	1 trip
Contract Administration	9 trips
Substantial Completion	1 trip
Final Completion	1 trip

This proposal does not include fees for the following task, but these tasks can be provided as additional services by BFBSA.

- LEED Design and commissioning services
- Hazardous material survey and/or abatement
- Investigation of off-site issues that may affect the building and site.
- Florida Product approval engineering
- Permitting fees
- Cost Estimating
- As-Built documentation drawings after completion of Construction
- Life Cycle cost analysis
- Graphics and Signage design
- Interior Design Services for furniture design
- Data and voice engineering services
- Environmental permit fees
- Specialty Security Consultants
- Electrical coordination studies
- Traffic Studies and roadway improvements
- Building Threshold inspections
- On-site construction administrator

If you have questions regarding this proposal, please contact me. We look forward to a successful team effort for this project.

**BARNETT FRONCZAK BARLOWE & SHULER ARCHITECTS**

Sincerely,



Douglas S. Barlowe, AIA  
Partner

Date: 29-Aug-22  
 Project: Levy County Courthouse Addition and Renovation  
 Description: Design Contract Documents Bidding and Contract Administration  
 BFBSA No. 18440



Staff	Principal	Sr. Architect	Architect	Project Mgr.	Interior Designer	Graduate Architect	Cadd	Contract Admin	Clerical	Sub total
Rate	\$198	\$142	\$125	\$149	\$113	\$87	\$74	\$123	\$57	by Phase
Task										

Task	Principal	Sr. Architect	Architect	Project Mgr.	Interior Designer	Graduate Architect	Cadd	Contract Admin	Clerical	Sub total
<b>Pre-Design Services</b>										
Kick-off meeting		8				8		8		
Coordinate Consultants		4								
<b>Sub total Hours</b>	0	12	0	0	0	8	8	0	0	0
<b>Sub total fee</b>	\$0	\$1,704	\$0	\$0	\$0	\$696	\$592	\$0	\$0	\$2,992

Task	Principal	Sr. Architect	Architect	Project Mgr.	Interior Designer	Graduate Architect	Cadd	Contract Admin	Clerical	Sub total
<b>Schematic Design</b>										
Cover Sheet									1	
Code review		2	2						2	
Site Plan			2						4	
Demolition Plans			2						4	
Floor Plans			2						8	
Building Elevations			2						8	
Building Sections			2						4	
Wall Sections			2						4	
Coordination of consultants		3	2							2
Present to Client		8								
<b>Sub total Hours</b>	0	13	16	0	0	0	35	0	2	2
<b>Sub total fee</b>	\$0	\$1,846	\$2,000	\$0	\$0	\$0	\$2,590	\$0	\$114	\$6,550

Task	Principal	Sr. Architect	Architect	Project Mgr.	Interior Designer	Graduate Architect	Cadd	Contract Admin	Clerical	Sub total
<b>Design Development</b>										
Cover Sheet									1	
Code Review			4						2	
Life Safety Plan			2						2	
Site Plans			2						4	
Demolition Plans			2						4	
Floor Plan			2						8	
Reflective Ceiling plan			2						4	
Building Elevations			2						4	
Building Sections			2						4	
Wall sections			2						4	
Interior elevations			2		4				2	
Finish Schedule			1		4				2	
Millwork			1		4				2	
Roof Plan			1						4	
Finishes board			1		8					
Specifications			8							2
Coordination of Consultants		4								
Review documents		2								
Present to client		8								
<b>Sub total Hours</b>	0	14	34	0	20	0	47	0	2	2
<b>Sub total fee</b>	\$0	\$1,988	\$4,250	\$0	\$2,260	\$0	\$3,478	\$0	\$114	\$12,090



Architectural fee \$75,050.00

**Consultants**

**Basic Services**

\$14,000.00 Structural  
 \$31,600.00 MEP

**Add Services**

\$11,500.00 Civil  
 \$3,000.00 Geotechnical  
 \$10,800.00 Survey

**Sub Total** \$70,900.00

**Total Basic Services** \$145,950.00

Travel  
 Reimbursable cost Mail, travel cost, and Printing to be determined at each phase  
 Estimated

**Total Project Fee** \$145,950.00

**Fee Breakdown**

by Discipline	BFBSA Architecture	Baytjowne Civil	BNI Structural	CSE MEP	McMillen Site Survey	Universal Sub surface				Fee Breakdown
Pre-Design services	\$2,992.00	\$1,000.00	\$1,000.00	\$2,000.00	\$10,800.00	\$3,000.00				\$20,792.00
Schematic Design	\$6,550.00	\$3,000.00	\$1,000.00	\$4,000.00						\$14,550.00
Design Development	\$12,090.00	\$2,000.00	\$2,000.00	\$6,000.00						\$22,090.00
50% Contract Documents	\$11,967.00	\$2,000.00	\$3,000.00	\$7,000.00						\$23,967.00
Contract Documents	\$14,284.00	\$2,000.00	\$4,000.00	\$8,000.00						\$28,284.00
Bidding	\$6,280.00	\$500.00	\$1,000.00	\$1,000.00						\$8,780.00
Contract Administration	\$20,887.00	\$1,000.00	\$2,000.00	\$3,600.00						\$27,487.00
<b>Totals</b>	\$75,050.00	\$11,500.00	\$14,000.00	\$31,600.00	\$10,800.00	\$3,000.00	\$0.00	\$0.00	\$0.00	\$145,950.00



BLISS & NYITRAY, INC.  
STRUCTURAL  
ENGINEERS



## Fee Proposal for Structural Engineering Services

**Date** August 4, 2022 **Reference** Levy County Courthouse - Addition

**To** Barnett Fronczak Barlowe Shuler  
Architects  
2074 Centre Pointe Boulevard, Suite 200 **Attention** Doug Barlowe, AIA  
Tallahassee, Florida 32308 Partner

### Project Description

The Project consists of a one-story addition with approximately 1200 square feet of space, and interior wall revisions. The interior wall changes may affect existing load-bearing masonry walls. It is anticipated that we will have one pre-design site trip to investigate the existing conditions. The new addition will most likely consist of concrete masonry walls with steel roof framing and some light gage roof trusses. The construction budget is \$1.3 million. Our fee is based on schematic architectural drawings dated 27 June 2022 and telephone conversations with BFBSA.

### Existing Conditions

- There are no structural drawings available for the existing building. Our scope includes a one-day site visit to take all of the necessary field measurements to be able to create as-built structural drawings. Renting of a lift or other equipment is not included in our fee.
- If the existing conditions once uncovered represent questionable materials, some testing may be required by a testing laboratory to be hired by the owner. Our Proposal includes selecting areas and/or materials to be tested, helping to establish testing criteria, and the analysis of results provided by the testing lab.

### Scope of Services

Our Basic Services includes the preparation of drawings, specifications and calculations as required for permitting and construction. Our Basic Services includes design of the Primary Structural Frame for the retrofitted and new portions of the structure, the structural aspects of the exterior enclosure, and attending structurally-related design and coordination meetings during the preparation of construction documents. Our Proposal also includes Construction Administration such as responses to RFI's, shop drawings, and 2 site visits and/or meetings during construction.

### Basic Services Fee

We propose to provide the described Basic Services for a Lump Sum Fee of Fourteen Thousand Dollars (\$14,000.00).

### Reimbursables

Reimbursable Expenses as defined by AIA B101 shall be invoiced at 1.0 times cost.

Offered by: **BLISS & NYITRAY, INC.**

Accepted by: **BARNETT FRONCZAK BARLOWE  
SHULER ARCHITECTS**

8/4/2022

(Signature)

(Date)

(Signature)

(Date)

**Christopher S. Childers, PE / Principal**

(Printed Name/title)

(Printed Name/title)

Please sign and return one copy. The Terms and Conditions on the following pages are a part of this Agreement.

## Terms and Conditions

Project: Levy County Courthouse - Addition

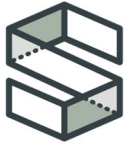
Page: 2 of 2  
Date: 8/4/2022

1. **Standard of Care:** BNI will endeavor to perform services in a manner consistent with the degree of care and skill ordinarily exercised by members of our profession currently practicing in the same locality under similar conditions. No other representation, warranty or guarantee is made, included or intended as to our professional services.
2. **Services Excluded:**
  - A. Attendance of bi-weekly, monthly or out-of-town meetings in which structural issues are not the main focus.
  - B. Inspection of the work is excluded. We will provide a separate fee proposal for inspections if desired.
  - C. Estimates of probable construction cost.
  - D. Site structures such as retaining walls, planter walls, stairs, sidewalks, flagpoles, light poles, etc.
  - E. The design and detailing of non-structural elements such as waterproofing systems and cladding; ceiling framing; architectural systems; architectural features and decorations; non-bearing partitions; shelves; doors; statue and monument supports; mechanical, electrical and plumbing equipment hangers, anchorage and support; rooftop equipment tie-downs; signs; etc.
3. **Additional Services:** Services beyond those outlined under basic services, including but not limited to an increase in the scope of the project, items that are listed under Existing Conditions, revisions, construction errors, additional site visits and inspections will be provided for an additional negotiated lump sum fee or performed on an hourly basis at the rates indicated below. BNI will provide additional services upon written authorization by the Client.
4. **Hourly Billing Rates:**

Principal	\$225/Hour	CAD Manager	\$115/Hour
Project Manager	\$175/Hour	CAD Operator	\$85/Hour
Project Engineer	\$150/Hour	Administrative Assistant	\$65/Hour
Engineer	\$120/Hour		
5. **Terms:** If the services covered by this Agreement have not been completed by January 1, 2024 for reasons beyond our control, compensation set forth in this Agreement shall be equitably adjusted.
6. **Provisions Related to Payment:**
  - A. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by BNI, employees and subconsultants in the interest of the Project, such as expedited delivery, travel, tools and equipment to investigate existing conditions, and printing other than for BNI. Reimbursable expenses and Additional Services will be billed monthly as they are incurred.
  - B. BNI shall invoice Client by phase when completed or on a monthly basis based on the percentage of services completed.

Design Development	40%
Construction Documents	40%
Construction Administration	20% Billed monthly based on services provided
  - C. Client agrees to pay each invoice within fifteen (15) days of receipt of payment from Client's client, but not later than 90 days from the date of the invoice. Late payments will be charged interest at the rate of 1.5% per month and we reserve the right to stop work and withhold documents.
7. **Risk Allocation:** In recognition of the relative risks, rewards and benefits of the project to both the Client and BNI, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of BNI, its individual officers, shareholders and employees (collectively hereafter referred to as BNI) to the Client, for any and all claims, losses, costs, damages of any nature whatsoever or claim expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of BNI to the Client shall not exceed \$250,000.00. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
8. **Contractor Means and Methods:** BNI has no control over and shall not be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions and procedures, since these are solely the Contractor's responsibility. BNI shall not have control over acts or omissions of the Contractor, subcontractors, their agents or employees or other persons performing portions of the work.
9. **Hidden Conditions:** A structural condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If either Client or BNI has reason to believe that a structurally deficient condition may exist or if there are deficiencies or inaccuracies in any information or documentation furnished to BNI by the Client, the client shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition, including the cost of BNI's Additional Services. If the Client fails to authorize such investigation or correction after due notification, or if BNI has no reason to believe that such a condition exists, then the Client is responsible for all risks associated with this condition, and BNI shall not be responsible for the existing condition nor resulting damages to persons or property.
10. **Mediation:** The Client and BNI agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to formal mediation unless the parties mutually agree otherwise. Anything contained in any other contract document notwithstanding, BNI shall not be bound by any provision requiring arbitration of disputes or controversies arising out of BNI's work.
11. **Hazardous Material:** BNI shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons, to hazardous materials in any form.
12. **Applicable Law:** This Agreement shall be governed by the laws of the State of Florida.
13. **Assigns:** Neither the Client nor BNI may delegate, assign, sublet or transfer their duties or interest in this Agreement without the written consent of the other party.
14. **Third Parties:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or BNI.
15. **Severability:** In the event any of the provisions of these General Provisions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
16. **Termination of Services:** This Agreement may be terminated upon 10 days written notice by either party should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay BNI for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.





August 23, 2022

Mr. Douglas S. Barlowe, AIA  
Barnett Fronczak Barlowe & Shuler Architects  
2074 Centre Pointe Boulevard, Suite 200  
Tallahassee, FL 32308  
[dbarlowe@bfbsa.com](mailto:dbarlowe@bfbsa.com)

RE: Levy Co Courthouse Addition & Renovation  
CSEI Project No. TBD

Dear Mr. Barlowe:

We are pleased to render this proposal for professional engineering services for the design of mechanical and electrical systems for the above referenced project. The Owner of this project is Levy County. The project is a 1,200 sq. ft. single-story addition and renovation of approximately 3,500 sf of the existing building's first and second floors. The overall construction budget is \$1,300,000. The preliminary cost estimate for the work to be designed by CSEI is \$425,000.

The specific extent of the work is:

1. HVAC –
  - a. New split system DX HVAC systems to serve the new addition and to replace the existing aging 2<sup>nd</sup> floor systems. New systems will be fully ducted for supply and outside air, with final sizing and zoning as determined during design.
  - b. Reconfiguration of all existing first floor duct/air distribution as required to facilitate the new layout.
  - c. New general exhaust systems for all restrooms and where required by Code based on the revised fixture counts.
2. Electrical –
  - a. New general power systems throughout all areas of renovation and the addition including new branch panel for addition as required.
  - b. New LED lighting systems throughout all renovated and addition areas, including egress lighting at new entry/exit. Site lighting beyond building façade and egress path is not included.
  - c. New fire alarm devices for all areas, integrated with the existing fire alarm system.
  - d. New pathways and boxes for all data, combinations, security, and AV systems with wiring/devices by Owner's vendor.
3. Plumbing –
  - a. Extension of existing sanitary/vent and domestic water piping systems to serve all new fixtures in the addition and relocation of fixtures in the existing areas. No upgrade to the existing service sizes is expected to be necessary. New fixture specifications will be coordinated with the Owner and you.
4. Fire Protection –
  - a. Extension of the existing wet fire protection system in the main building to serve the addition as well as relocation of existing heads to provide compliant coverage with the revised floor plan layout. CSEI will provide performance specifications for a delegated design of the FP systems, with the installing Contractor providing all permitting/design documents and calculations for this system.

The following design work is specifically excluded from this proposal at your direction, but could be added as additional services at a later date should you request it:



1. Site storm water, sanitary sewer, water and irrigation systems beyond 5' from building
2. Fire protection system permit documents (performance specs only)
3. Fire alarm panel upgrade/replacement
4. Systems not specifically included in this proposal
5. LEED / Green Globes Certification
6. Upgrade of existing HVAC capacity beyond area of renovation
7. Redesign due to Value Engineering changes
8. Site/Parking lighting design or photometric calculations
9. AV/Data/Security Devices and Wiring (pathways only)
10. Elevator power modifications
11. Standby/Emergency Power
12. Energy Conservation Code Envelope Compliance Calculations
13. Building commissioning
14. Renewable Energy Systems

We propose to render services and make submittals as you have requested:

- 60% Review Documents
- 100% Review Documents
- Bid / Permit Documents
- Construction Administration including review of shop drawings, review of contractor pay requests and periodic field observations of the construction (this does not include exhaustive inspections of the equipment or the Contractors' work)

Engineer will not be responsible for Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and Engineer will not be responsible for Contractor's failure to perform the work in accordance with the Contract Documents.

Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor(s), or of the agents or employees of the any Contractor or Subcontractor, or of any other persons at the site or otherwise performing any of the work.

**Pursuant to Florida Statutes Section 558.0035 (2013) an individual employee or agent of this engineering firm may not be held individually liable for negligence.**

We propose a lump sum fee of \$31,600. This fee will be adjusted upward if the scope and/or budget are increased. We will bill you in proportion to your bills to the Owner and for any reimbursable expenses incurred. This fee does not include printing costs. Any requested printing will be billed at cost plus \$70.

Additional services, if authorized, will be charged as indicated or at our hourly rates which are attached. Additional services include but are not limited to the following:

1. Redesign of Value Engineering or Alternate Bid Systems ..... Hourly
2. Additional site visits (observation of construction) above the number listed ..... Hourly
3. Construction Administration and/or observation of construction after the standard time for completion has been exceeded or extended by more than 30 days through no fault of the Engineer. .... Hourly

You are expected to keep us informed of the Owner's requirements and budget changes, and to provide us the full scope of work, required surveys, existing as-built drawings, and any special or extraordinary considerations or services needed. The Consultant's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the project. Our proposal is based on your firm providing us with Revit 2020 or newer files of your work to use in the preparation of our work.

You have not provided a schedule, but we expect to start our services promptly after receipt of your acceptance of this proposal. The standard of care will be the care and skill ordinarily used by members of the Consultant's profession practicing under similar circumstances at the same time and in the



same locality. Consultant makes no warranties, express or implied, under this agreement. Assuming you provide us with the required information in a timely manner, the time of performance is approximately:

PERFORMANCE	SCHEDULE	FEE %
60% Review Documents	45 days after Notice to Proceed and receipt of an Owner approved architectural model	60% of Total Fee
100% Review Documents	30 days after approval of 60%	20% of Total Fee
Bid / Permit Documents	10 days after approval of 100%	5% of Total Fee
Construction Administration	Commences after Bidding	15% of Fee

We request that you inform us of changes in the time of performance in writing. We will endeavor to accommodate any changes, but we reserve the right to negotiate for additional compensation or time.

CSEI will provide your firm with .pdf files of specifications and drawings for each submittal. Your firm will provide all necessary submittal copies to the Owner and a complete set of project documents in pdf format to CSEI for all submittal phase of the project. CSEI will provide .rvt/CAD files or .pdf files of our work, as needed, during the design phase.

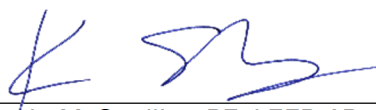
Our proposal is based on the orderly and continuous progress of the project and on prompt payment for services. If you fail to make any payment due us within thirty days after receipt of our bill (or ten days after your receipt of payment from the Owner), we may, after giving seven days written notice, suspend services under this Agreement until payment is received in full.

If either party defaults in the performance of any of the terms or conditions of this contract and it becomes necessary to place this contract in the hands of an attorney for enforcement or suit, the parties agree that the prevailing party, whether or not the suit proceeds to final judgment, shall have and receive of the other party all of the costs, charges, and expenses of the suit or appeal thereof, including a reasonable attorney's fee for both the expense of collection and any appeal of any judgment.

This proposal represents the entire understanding between you and us in respect of the project and may only be modified in writing signed by both of us. It may be superseded by an AIA Architect-Engineer Contract should you prepare one provided all issues outlined herein are addressed. If this proposal satisfactorily sets forth your understanding of the arrangement between us, please sign and return to us. This proposal is open and valid for 90 days from the date of this proposal unless changed by us in writing.

Sincerely,

CAMPBELL SPELLICY ENGINEERING, INC.

By:   
 Kevin M. Spellicy, PE, LEED AP  
 President

Accepted on \_\_\_\_\_, 2022.

BARNETT FRONCZAK BARLOWE & SHULER ARCHITECTS

By: \_\_\_\_\_  
 Doug S. Barlowe, AIA

cc: Contract File



BILLING RATES

<u>Title</u>	<u>Hourly Rate</u>
Principal Engineers	\$ 200.00
Professional Engineers	\$ 165.00
Graduate/Intern Engineers / Senior Designers	\$ 115.00
Drafters / CAD Operators	\$ 90.00
Clerical / Administrative Support	\$ 75.00



**BAYTOWNE GROUP, INC.**  
**Professional Engineering & Planning Consultants**  
**“Providing Designs To Build With”**  
**3351 N.E. County Road 337**  
**Bronson, Florida 32621**

August 13, 2022

**Sent Via: Email**

bbarlowe@bfbsa.com

Mr. Douglas S. Barlowe, AIA  
Barnet Fronczak Barlowe & Shuler Architects  
2074 Centre Pointe Boulevard, Suite 200  
Tallahassee, Florida 32308

Re: Engineering Proposal for the Modification of Legal Entrance to Levy County Courthouse  
P22-48

Dear Mr. Barlowe:

BAYTOWNE GROUP, INC. is pleased to provide a Professional Services Contract for the task, as outlined in the below-listed Scope of Services. Our proposed Scope of Services is listed below:

**Scope of Services**

A. Site Engineering:

**BAYTOWNE GROUP, INC.** will provide engineering & permitting for the above-referenced project as outlined below:

- a. Provide contract documents to outline with detail the construction of pavement, sidewalks, signs, and striping at the Legal Entrance to the Levy County Court House Complex.
- b. Construction Plans shall generally be made up of the following sheets:
  - Cover Sheet
  - Existing Conditions Sheet
  - Site Plan
  - Geometry Plan
  - Grading & Profiles
  - Striping, Marking & Signing
  - Stormwater Pollution Prevention Plan
  - Construction Detail

**Civil Engineering – Land Planning**

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## BAYTOWNE GROUP, INC.

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- c. Permitting – This work task shall be coordinated with the local Water Management District, and the Environmental Resource Permit (ERP) exemption shall be pursued, and if not applicable, a permit will be pursued to allow the project to move to construction.

If additional work is required beyond the Scope of Work as outlined in this proposal, this work will be paid for with the Standard Hourly Rates as outlined below:

### Schedule

We will work with the client to develop a mutually agreed-upon schedule for this work effort.

### Compensation

The consultant is to be compensated for work effort, as described above, in A. Site Engineering shall be:

- A. Site Engineering - \$10,000\* (Assuming a WMD permit exemption can be obtained). If a full ERP permit is required the fee amount shall be increased by \$1,500.00

For additional work effort as authorized, payment shall be as outlined in our standard hourly rate schedule:

Principal	-----	\$200.00 / Hour
Senior Engineer	-----	\$175.00 / Hour
Engineer Intern	_____	\$150.00 / Hour
Land Planner	_____	\$150.00 / Hour
Designer/ Technician	-----	\$110.00 / Hour
CADD	-----	\$95.00 / Hour
Administrative	-----	\$65.00 / Hour
Auto Car Mileage	-----	\$0.585 / Mile
Meals & Lodging	-----	Actual Rate + 15%

**Civil Engineering – Land Planning**

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### **Contract Conditions**

Either the Client or the Consultant may suspend this contract at any time with or without cause upon giving the other party seven (7)-calendar days prior written notice. The Client shall pay the Consultant for services and charges incurred prior to receipt of notice to suspend, in accordance with the compensation provisions of this contract.

While all work will be performed with professional care, the Consultant cannot guarantee the actions of government officials and agencies to grant the desired approvals.

In recognition of the relative risks and benefits of the project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and his or her sub-consultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature what so ever or claims expenses from any

cause or causes, so that the total aggregate liability of the Consultant and his or her sub-consultants to all those named shall not exceed \$50,000.00, or the Consultant's total fee for services rendered on this project, whichever is greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

Invoices shall be submitted for services accomplished. Payment will be due, upon receipt of invoice. Payments not received with thirty days will accrue interest at a monthly rate of 1.5%. If payment is not received with the next ten days, we reserve the right to cease work on the project until the payment is received.

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and the Consultant agree that all disputes between them arising out of or relating to the Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. Should either party breach the terms of the agreement, the other party shall be entitled to recover its legal fees and resulting costs whether suit is brought or not.

### **Additional Services**

If the Client requests additional services, other than those specifically listed on the Scope, they may be provided either at hourly rates existing at the time or by lump sum payment. Additional Services, not included in the above fee are as follows; Services requested by the Client not described in this proposal

Services requested by governmental agencies are not described in this proposal.

Services are required due to changes in regulations made after the date of this proposal. Environmental, Soil Testing, and Traffic Services during construction are not included in this proposal.

**BAYTOWNE GROUP, INC.**

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The following reimbursable expenses are not included in the above fee;

Reproduction costs are other than in-house costs for reproduction used in the design process and overnight delivery.

We appreciate this opportunity to assist you with this project. If you should need anything additional, please advise.

Sincerely,

BAYTOWNE GROUP, INC.

*Johnny C. Sims*

Johnny C. Sims, P.E.  
President

JCS/jms

**Client Authorization**

Billing Name: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_





# McMillen Surveying, Inc.

444 Northwest Main Street  
Williston, Florida, 32696  
Office: 352 528-6277  
steve@mcsurveying.com

June 3, 2022

*Doug Barlowe, AIA*  
Barnett Fronczak Barlowe and Shuler

Ref: Boundary and Topographic Survey of Levy County Courthouse/Supervisor of Elections, Florida

Doug, thank you for the opportunity to prepare the following proposal for *Professional Land Surveying* at the above-referenced site located in Section 17, Township 12 South, Range 17 East, Levy County, Florida. Pursuant to your emailed "RFP", the scope of work necessary to prepare a Boundary and Topographic Survey is as follows:

## **Courthouse:**

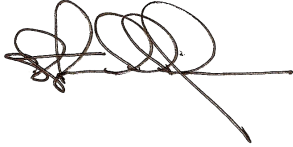
1. A Boundary Survey will be based on Florida Statutes and a retracement of the deeds, which are too old to download and will require a trip to the Courthouse for research. All property corners will be found/flagged and verified.
2. The *limits* of the topographic elevations will include Subject Property, extending to the centerline of Court Street, Capital Street and Garner Street or adjoining building faces.
3. Topographic elevations will be collected in a typical 50-foot grid and where necessary to show proper breaks and ditches. Elevations will be shown in enough quantity to produce contours of 0.5' vertical intervals and will be based on N.A.V.D. 88. Two vertical benchmarks will be set onsite according to Florida Statutes which will be reported in State Plane Coordinates (NAD 83).
4. Above ground utilities will be located and shown per field observations and available as-built maps, detailing accessible inverts. Note: Sunshine Call One does not show for survey/design tickets. Digging for utilities is not a part of this proposal.
5. Improvements including, but not limited to the following will be shown: asphalt, striping, concrete, curbs, driveways, light poles, utility boxes, buildings, standard trees, floor elevations, stairs and curbing.
6. Although not required by Florida Statutes, this firm does carry a Professional Liability Insurance Policy.

## **Elections:**

1. A Boundary Survey will be based on Florida Statutes and a retracement of the deeds, which are too old to download and will require a trip to the Courthouse for research. All property corners will be found/flagged and verified.
2. The *limits* of the topographic elevations will include Subject Property, extending to the centerline of Court Street, Capital Street and Garner Street or adjoining building faces.
3. Topographic elevations will be collected in a typical 50-foot grid and where necessary to show proper breaks and ditches. Elevations will be shown in enough quantity to produce contours of 0.5' vertical intervals and will be based on N.A.V.D. 88. Two vertical benchmarks will be set onsite according to Florida Statutes which will be reported in State Plane Coordinates (NAD 83).
4. Above ground utilities will be located and shown per field observations and available as-built maps, detailing accessible inverts. Note: Sunshine Call One does not show for survey/design tickets. Digging for utilities is not a part of this proposal.
5. Improvements including, but not limited to the following will be shown: asphalt, striping, concrete, curbs, driveways, light poles, utility boxes, buildings, standard trees, floor elevations, stairs and curbing.
6. Although not required by Florida Statutes, this firm does carry a Professional Liability Insurance Policy.

The above described Boundary and Topographic Survey will include 3 signed & sealed sets of prints and an email with the AutoCAD drawing file and pdf. Itemized: Courthouse=\$10,800 and Elections=\$3600. These fees are not intended to stand alone. If you have any questions, please feel free to call.

Sincerely,

A handwritten signature in black ink, appearing to read 'S. McMillen', with a long horizontal line extending to the right.

Stephen M. McMillen, P.S.M.  
Professional Surveyor & Mapper



# UNIVERSAL ENGINEERING SCIENCES

Consultants in: Geotechnical Engineering • Environmental Engineering  
Construction Materials Testing • Threshold Inspection • Private Provider Inspection

August 18, 2022

Barnett Fornczak Barlowe & Shuler Architects  
2074 Centre Pointe Boulevard, Suite 200  
Tallahassee, FL 32308

Attention: Mr. Douglas S. Barlowe, AIA

Reference: **Proposal for Geotechnical Consulting Services**  
Levy County Courthouse Addition  
310 School Street  
Bronson, Levy County, FL  
UES DOCS Proposal No.: 1973347

Dear Mr. Barlowe:

Universal Engineering Sciences (UES) is pleased to submit our proposal for geotechnical engineering services on this project. This Proposal is submitted in response to a recent request from your firm. This Proposal summarizes our firm's understanding of the project, presents a scope of work, identifies our compensation, and provides a method for authorization of our services.

## **Objectives**

The objectives of our geotechnical consulting services on this project parcel at this time are summarized as follows:

- Perform a subsurface exploration within the suggested area to gather information concerning the near-surface soil conditions,
- Conduct a laboratory soil testing program to aid in the classification of the prevailing site soils, and with the evaluation of relevant soil strength and engineering properties,
- Classify and stratify the various soil strata encountered in the soil test borings,
- Evaluate the groundwater level in the area of exploration and make appropriate recommendations,
- Prepare building foundation design and construction recommendations for the proposed structure.

## **Project Information**

The project parcel is located at 310 School Street in Bronson, Levy County, Florida. Current site development plans include the construction of an approximately 1,200 square foot addition to the front entry to the existing Levy County Courthouse. The number, locations, and depths of the borings were selected by your firm. Our office was provided with a Site Plan prepared by Barnett Fornczak Barlowe & Shuler Architects, which outlines the proposed building addition and boring locations.

OFFICES IN  
• Daytona Beach, FL  
• Ft. Myers, FL  
• Fort Pierce, FL  
• Gainesville, FL  
• Hollywood, FL  
• Jacksonville, FL  
• Norcross, GA  
• Ocala, FL  
• Orlando, FL  
• Palm Coast, FL  
• Panama City, FL  
• Pensacola, FL  
• Rockledge, FL  
• Sarasota, FL  
• Tampa, FL  
• West Palm Beach, FL

We assume that the project parcel will be accessible to our ATV/truck-mounted drilling equipment. The soil test borings will need to be performed within accessible areas. Every attempt will be made by UES to minimize the impact of the study on existing lawns, shrubs, concrete sidewalks and driveways, fences, etc. However, some disturbance will be necessary to conduct the field exploration. We will need to revise our proposal if major land clearing is needed for our geotechnical exploration. The above constitutes all of the relevant project information provided to our office for this Proposal preparation.

### **Scope of Services**

The scope of geotechnical field-testing services presented in this Proposal considers the suggestions and design needs of your company. The specific scope of work presented below addresses project geotechnical issues of interest at the time of this Proposal preparation. If additional geotechnical engineering or environmental issues are brought to our attention during subsequent phases of project design, our office will address them as requested, but those items should not be considered part of the scope of work or the compensation presented in this Proposal.

During the performance of the field exploration, the Geotechnical Engineer will communicate, via cell phone, with the drill crew. Our drill crew will be instructed to provide immediate feedback if unusual or unanticipated conditions are encountered in the soil test borings. Any such conditions will be quickly evaluated by the Geotechnical Engineer, and if the field findings warrant changes to the agreed to and contracted scope of work, we will contact your office for your authorization.

Prior to the start of the field testing, we 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 or structures that are not identified to our field personnel. We will not be responsible for survey control on this project. All boring locations will be backfilled to grade upon work completion.

Based on our project understanding as described above, we propose the following specific scope of work at this time. We assume that the Current Property Owner will provide our office the right of access.

1. Personnel from our office will visit the project parcel to layout the soil test borings. Test locations will be staked by measuring from existing landmarks and site features and using a cloth tape or survey wheel. Test locations will be positioned to recover representative site subsurface information. Test locations will be checked for apparent conflicts with possible site utilities.
2. Mobilize ATV/truck-mounted drilling equipment to the subject parcel to perform four (4) soil test borings to a depth of 15 feet within the proposed structural addition. The Standard Penetration Test (SPT) (ASTM D-1586) method will be used to advance the soil test borings and collect subsurface soil samples. Groundwater levels will be recorded when encountered.
3. Prepare a Boring Location Plan drawing showing the structure, and soil test boring locations.
4. The recovered soil samples will be placed in containers and transported to our Gainesville soils laboratory. A geotechnical staff member will visually classify the recovered soil samples and review the boring stratification. Boring Logs will be prepared to summarize the data collected.

5. Representative soil samples recovered from the soil test borings shall be selected for percent fines, moisture content, and Atterberg Limits, as deemed appropriate by the Geotechnical Engineer.
6. Prepare a geotechnical engineering report for the project location that summarizes the field-testing activities, engineering evaluations and technical discussions. The geotechnical report will address the various study objectives previously summarized in this Proposal.

### **Compensation**

We can complete the scope of services described in this proposal for a lump sum fee of \$3,000.00. Our scope of services and associated compensation will remain valid for a period of 30 days from the date of this proposal. We will submit our invoice with the geotechnical report.

### **Authorization and Schedule**

We ask that you complete the attached Work Authorization/Proposal Acceptance Form to serve as our contract for services. Based on our current work schedule, we can begin the fieldwork on this project within 3 weeks following receipt of written authorization. The engineering report will be available 2 to 3 weeks from completion of fieldwork.

### **Closure**

We look forward to the opportunity to assist the Owners and the Design Team on this project. We welcome any comments and discussions you may have concerning our proposed scope of services. Please do not hesitate to contact us with any questions.

Respectfully submitted,  
**UNIVERSAL ENGINEERING SCIENCES, LLC**

Eduardo Suarez, P.E.  
Senior Geotechnical Engineer

**Work Authorization / Proposal Acceptance Form**

**UNIVERSAL ENGINEERING SCIENCES, LLC**

Universal Engineering Sciences, LLC (**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 formal authorization.

**PROJECT NAME:** Levy County Courthouse Addition  
**PROJECT LOCATION:** 310 School Street – Bronson, Levy County, Florida  
**CLIENT NAME:** Barnette Fronczak Barlowe & Shuler Architects  
**CLIENT ADDRESS:** 2074 Center Pointe Boulevard, Suite 200  
Tallahassee, FL 32308  
Attn: Doug S. Barlowe, AIA  
email: [dbarlowe@bfbsa.com](mailto:dbarlowe@bfbsa.com)  
Phone: (850) 224-6301

**I. Scope of Services and Understanding of Project**  
  
**UES DOCS Proposal No. 1973347**  
  
**Geotechnical Consulting Services, Lump Sum = \$ 3,000.00**

**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: August 18, 2022
  - 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 invoice is to be mailed for approval to someone other than the account charged, please indicate below:

Firm: \_\_\_\_\_ Telephone No.: \_\_\_\_\_  
Address: \_\_\_\_\_ City/ST: \_\_\_\_\_ Zip: \_\_\_\_\_  
Attention: \_\_\_\_\_ Title: \_\_\_\_\_

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

CLIENT _____	<b>UNIVERSAL ENGINEERING SCIENCES, LLC</b>
BY (Signature) _____	BY (Signature) _____
TYPED NAME _____	TYPED NAME _____
TITLE _____	TITLE _____
DATE _____	DATE _____

**Universal Engineering Sciences, LLC**  
**GENERAL CONDITIONS**

**SECTION 1: RESPONSIBILITIES** **1.1** *Universal Engineering Sciences, LLC*, and its subsidiaries and affiliated companies ("UES"), is responsible for providing the services described under the Scope of Services. The term "UES" as used herein includes all of UES's agents, employees, professional staff, and subcontractors. **1.2** The Client or a duly authorized representative is responsible for providing UES with a clear understanding of the project nature and scope. The Client shall supply UES with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys, plans and specifications, and designs, to allow UES 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. **1.3** The Client acknowledges that UES's responsibilities in providing the services described under the Scope of Services section is limited to those services described therein, and the Client hereby assumes any collateral or affiliated duties necessitated by or for those services. Such duties may include, but are not limited to, reporting requirements imposed by any third party such as federal, state, or local entities, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for UES's provision of the services so described, unless otherwise agreed upon by both parties in writing.

**SECTION 2: STANDARD OF CARE** **2.1** Services performed by UES under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of UES's profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, express or implied, is made. **2.2** Execution of this document by UES is not a representation that UES has visited the site, become generally familiar with local conditions under which the work is to be performed, or correlated personal observations with the requirements of the Scope of Services. It is the Client's responsibility to provide UES with all information necessary for UES to provide the services described under the Scope of Services, and the Client assumes all liability for information not provided to UES that may affect the quality or sufficiency of the services so described.

**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 UES to perform the work set forth in this Agreement. The Client will notify any possessors of the project site that Client has granted UES free access to the site. UES 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 Scope of Services. **3.2** The Client is responsible for the accuracy of locations for all subterranean structures and utilities. UES will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against UES, and agrees to defend, indemnify, and hold UES 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 UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

**SECTION 4: BILLING AND PAYMENT** **4.1** UES will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classifications. **4.2** 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. **4.3** If UES incurs any expenses to collect overdue billings on invoices, the sums paid by UES for reasonable attorneys' fees, court costs, UES's time, UES's expenses, and interest will be due and owing by the Client.

**SECTION 5: OWNERSHIP AND USE OF DOCUMENTS** **5.1** All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, as instruments of service, shall remain the property of UES. Neither Client nor any other entity shall change or modify UES's instruments of service. **5.2** 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. **5.3** UES will retain all pertinent records relating to the services performed for a period of five years following submission of the report or completion of the Scope of Services, during which period the records will be made available to the Client in a reasonable time and manner. **5.4** All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, are prepared for the sole and exclusive use of Client, and may not be given to any other entity, or used or relied upon by any other entity, without the express written consent of UES. Client is the only entity to which UES owes any duty or duties, in contract or tort, pursuant to or under this Agreement.

**SECTION 6: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS** **6.1** Client represents that a reasonable effort has been made to inform UES of known or suspected hazardous materials on or near the project site. **6.2** Under this agreement, the term hazardous materials include hazardous materials, hazardous wastes, hazardous substances (40 CFR 261.31, 261.32, 261.33), petroleum products, polychlorinated biphenyls, asbestos, and any other material defined by the U.S. EPA as a hazardous material. **6.3** Hazardous materials may exist at a site where there is no reason to believe they are present. The discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. The discovery of unanticipated hazardous materials may make it necessary for UES to take immediate measures to protect health and safety. Client agrees to compensate UES for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials. **6.4** UES will notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client will make any disclosures required by law to the appropriate governing agencies. Client will hold UES harmless for all consequences of disclosures made by UES which are required by governing law. In the event the project site is not owned by Client, Client it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials. **6.5** Notwithstanding any other provision of the Agreement, Client waives any claim against UES, and to the maximum extent permitted by law, agrees to defend, indemnify, and save UES harmless from any claim, liability, and/or defense costs for injury or loss arising from UES'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 UES which are found to be contaminated.

**SECTION 7: RISK ALLOCATION** **7.1** Client agrees that UES's liability for any damage on account of any breach of contract, error, omission, or professional negligence will be limited to a sum not to exceed \$50,000 or UES's fee, whichever is greater. If Client prefers to have higher limits on contractual or professional liability, UES agrees to increase the limits up to a maximum of \$1,000,000.00 upon Client's written request at the time of accepting UES's proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$400.00, whichever is greater. If Client prefers a \$2,000,000.00 limit on contractual or professional liability, UES agrees to increase the limits up to a maximum of \$2,000,000.00 upon Client's written request at the time of accepting UES's proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$800.00, 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. **7.2** Client shall not be liable to UES and UES shall not be liable to Client for any incidental, special, or consequential damages (including lost profits, loss of use, and lost savings) incurred by either party due to the fault of the other, regardless of the nature of the fault, or whether it was committed by Client or UES, their employees, agents, or subcontractors; or whether such liability arises in breach of contract or warranty, tort (including negligence), statutory, or any other cause of action. **7.3** As used in this Agreement, the terms "claim" or "claims" mean any claim in contract, tort, or statute alleging negligence, errors,

omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or any other act giving rise to liability.

**SECTION 8: INSURANCE 8.1** UES represents it and its agents, staff and consultants employed by UES, is and are protected by worker's compensation insurance and that UES has such coverage under public liability and property damage insurance policies which UES 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, UES agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by UES, its agents, staff, and consultants employed by it. UES 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 7, whichever is less. The Client agrees to defend, indemnify, and save UES harmless for loss, damage or liability arising from acts by Client, Client's agents, staff, and others employed by Client. **8.2** Under no circumstances will UES indemnify Client from or for Client's own actions, negligence, or breaches of contract. **8.3** To the extent damages are covered by property insurance, Client and UES waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance.

**SECTION 9: DISPUTE RESOLUTION 9.1** All claims, disputes, and other matters in controversy between UES and Client arising out of or in any way related to this Agreement will be submitted to mediation or non-binding arbitration, before and as a condition precedent to other remedies provided by law. **9.2** If a dispute arises and that dispute is not resolved by mediation or non-binding arbitration, then: (a) the claim will be brought in the state or federal courts having jurisdiction where the UES office which provided the service is located; and (b) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, expert witness fees, and other claim related expenses.

**SECTION 10: TERMINATION 10.1** 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, or in the case of a force majeure event such as terrorism, act of war, public health or other emergency. Such termination shall not be effective if such substantial failure or force majeure has been remedied before expiration of the period specified in the written notice. In the event of termination, UES shall be paid for services performed to the termination notice date plus reasonable termination expenses. **10.2** In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by the Agreement, UES may complete such analyses and records as are necessary to complete its 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 UES in completing such analyses, records, and reports.

**SECTION 11: REVIEWS, INSPECTIONS, TESTING, AND OBSERVATIONS 11.1** Plan review, private provider inspections, and building inspections are performed for the purpose of observing compliance with applicable building codes. Threshold inspections are performed for the purpose of observing compliance with an approved threshold inspection plan. Construction materials testing ("CMT") is performed to document compliance of certain materials or components with applicable testing standards. UES's performance of plan reviews, private provider inspections, building inspections, threshold inspections, or CMT, or UES's presence on the site of Client's project while performing any of the foregoing activities, is not a representation or warranty by UES that Client's project is free of errors in either design or construction. **11.2** If UES is retained to provide construction monitoring or observation, UES will report to Client any observed work which, in UES's opinion, does not conform to the plans and specifications provided to UES. UES shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of UES, or UES's site representative, can be construed as modifying any agreement between Client and others. UES's performance of construction monitoring or observation is not a representation or warranty by UES that Client's project is free of errors in either design or construction. **11.3** Neither the activities of UES pursuant to this Agreement, nor the presence of UES or its employees, representatives, or subcontractors on the project site, shall be construed to impose upon UES any responsibility for means or methods of work performance, superintendence, sequencing of construction, or safety conditions at the project site. Client acknowledges that Client or its contractor is solely responsible for project jobsite safety. **11.4** Client is responsible for scheduling all inspections and CMT activities of UES. All testing and inspection services will be performed on a will-call basis. UES will not be responsible for tests and inspections that are not performed due to Client's failure to schedule UES's services on the project, or for any claims or damages arising from tests and inspections that are not scheduled or performed.

**SECTION 12: ENVIRONMENTAL ASSESSMENTS** Client acknowledges that an Environmental Site Assessment ("ESA") is conducted solely to permit UES to render a professional opinion about the likelihood or extent of regulated contaminants being present on, in, or beneath the site in question at the time services were conducted. No matter how thorough an ESA study may be, findings derived from the study are limited and UES cannot know or state for a fact that a site is unaffected by reportable quantities of regulated contaminants as a result of conducting the ESA study. Even if UES states that reportable quantities of regulated contaminants are not present, Client still bears the risk that such contaminants may be present or may migrate to the site after the ESA study is complete.

**SECTION 13: SUBSURFACE EXPLORATIONS 13.1** Client acknowledges that subsurface conditions may vary from those observed at locations where borings, surveys, samples, or other explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by UES will be based solely on information available to UES at the time of service. UES is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed or provided by UES. **13.2** Subsurface explorations may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated zone and links it to an aquifer, underground stream, or other hydrous body not previously contaminated. UES is unable to eliminate totally cross-contamination risk despite use of due care. Since subsurface explorations may be an essential element of UES's services indicated herein, Client shall, to the fullest extent permitted by law, waive any claim against UES, and indemnify, defend, and hold UES harmless from any claim or liability for injury or loss arising from cross-contamination allegedly caused by UES's subsurface explorations. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

**SECTION 14: SOLICITATION OF EMPLOYEES** Client agrees not to hire UES's employees except through UES. In the event Client hires a UES employee within one year following any project through which Client had contact with said employee, Client shall pay UES an amount equal to one-half of the employee's annualized salary, as liquidated damages, without UES waiving other remedies it may have.

**SECTION 15: ASSIGNS** Neither Client nor UES may delegate, assign, sublet, or transfer its duties or interest in this Agreement without the written consent of the other party.

**SECTION 16: GOVERNING LAW AND SURVIVAL 16.1** This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the UES office performing the services hereunder is located. **16.2** In any of the provisions of this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired and will survive. Limitations of liability and indemnities will survive termination of this agreement for any cause.



**SECTION 17: INTEGRATION CLAUSE** 17.1 This Agreement represents and contains the entire and only agreement and understanding among the parties with respect to the subject matter of this Agreement, and supersedes any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties. No agreement, understanding, representation, inducement, promise, warranty, or condition of any kind with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly incorporated herein. 17.2 This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

**SECTION 18: WAIVER OF JURY TRIAL** Both Client and UES waive trial by jury in any action arising out of or related to this Agreement.

**SECTION 19: INDIVIDUAL LIABILITY** PURSUANT TO FLORIDA STAT. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF UES MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.