



PROPOSED CRESCENT BOULEVARD
EXTENSION
&
POLICE/FIRE CAMPUS

Crescent Boulevard

Approximate Wetland Limits

Lee BeGole Drive

Ex. City DPW Complex

Town Center Drive

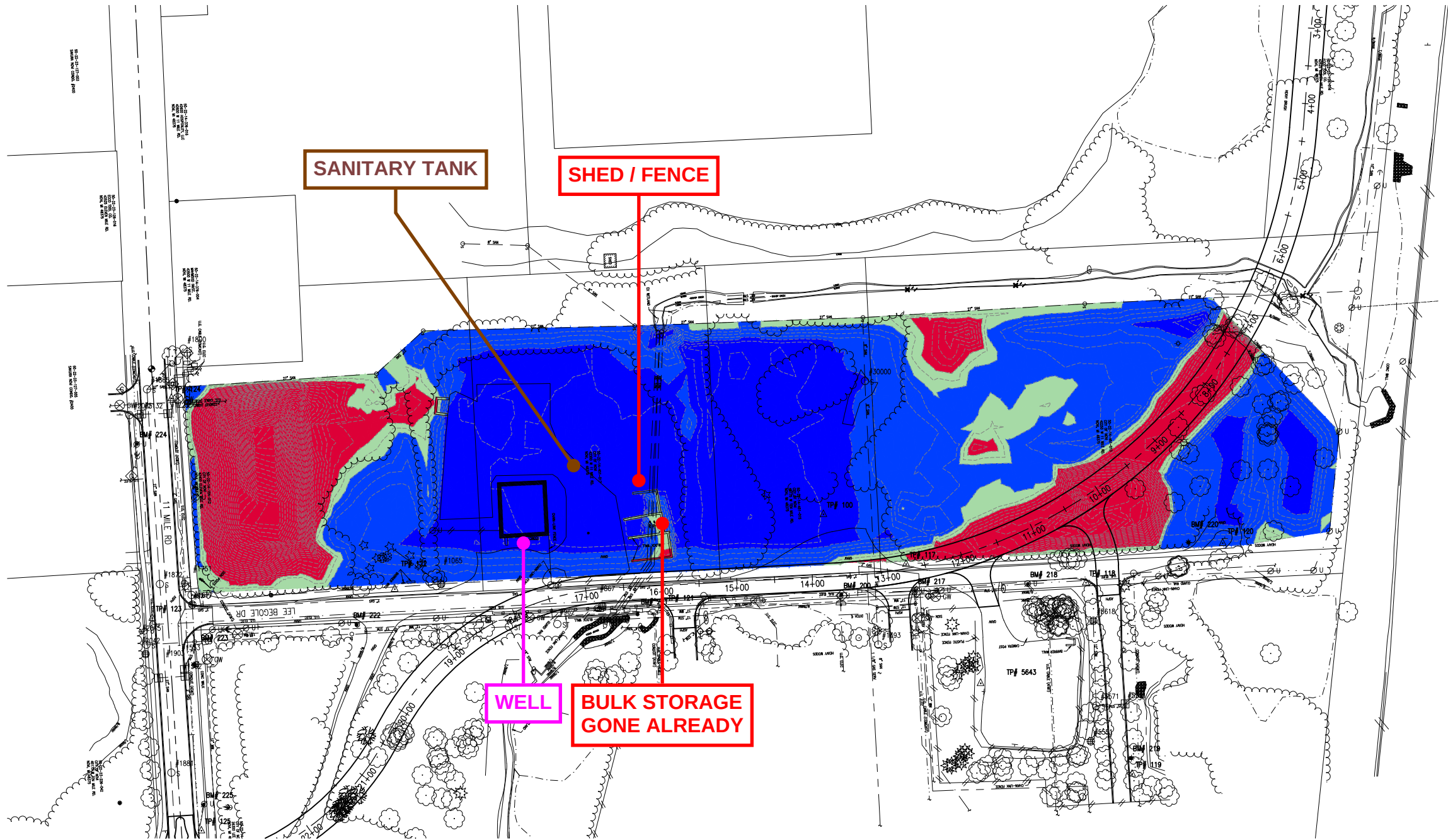
Functional Lift Locations

Max. Potential Land Clearing and
Balancing =
688,115 SF or 15.8 Ac

11 Mile Road

DRAWING PATH: P:\0176_0165\016526002_Nov_Crescent_Bld_Pealm_Eng\Drawings\Civil\Design\02\LCD_Land_Balance.dwg November 21, 2025 3:28 PM

JOB BENCHMARK #200 SET COTTON SPINDLE ON THE WEST FACE OF A UTILITY POLE LOCATED ON THE SOUTHEAST QUADRANT OF THE INTERSECTION OF LEE BEGOLE DRIVE AND PUBLIC WORKS DRIVE. ELEV 902.75
JOB BENCHMARK #205 CHISELED + ON MH FROM 2019 DATA. ELEV 904.71
JOB BENCHMARK #217 USED EX-COTTON SPINDLE ON THE WEST FACE OF WOOD TELEPHONE POLE LOCATED AT THE NORTHEAST INTERSECTION OF PUBLIC WORKS DRIVE. ELEV 904.46
JOB BENCHMARK #218 USED EX-SPINDLE ON THE WEST FACE OF A WOODEN POWER POLE LOCATED ON THE EAST SIDE OF LEE BEGOLE DRIVE. ELEV 905.83
JOB BENCHMARK #219 CHISELED "SQUARE" ON THE SOUTH FACE OF A METAL LIGHT POLE WITH A CONCRETE BASE LOCATED ON THE NORTH SIDE OF THE FIREARMS TRAINING CENTER ENTRANCE. ELEV 907.10
JOB BENCHMARK #220 CHISELED "SQUARE" ON THE OLD METAL LIGHT POLE WITH A CONCRETE BASE LOCATED ON THE WEST SIDE OF THE LEE BEGOLE DRIVE. ELEV 906.21
JOB BENCHMARK #221 CHISELED ON THE NORTH END OF A CONCRETE HEADWALL LOCATED ON THE EAST SIDE OF LEE BEGOLE DRIVE. ELEV 902.64
JOB BENCHMARK #222 ARROW ON F.H LOCATED ON THE SOUTHEAST QUADRANT OF THE INTERSECTION OF LEE BEGOLE DRIVE AND GRAVEL ACCESS ROAD. ELEV 903.43
JOB BENCHMARK #223 ARROW ON HYDRANT LOCATED IN GRASS ON THE NORTH SIDE OF W 11 MILE ROAD, APPROXIMATELY 46 FEET EAST OF LEE BEGOLE DRIVE AND 2 FEET SOUTH OF G VALVE + BOX. ELEV 902.05
JOB BENCHMARK #224 COTTON SPINDLE LOCATED IN THE NORTH FACE OF A WOODEN UTILITY POLE IN GRASS ON THE NORTH SIDE OF W 11 MILE ROAD, APPROXIMATELY 60 FEET EAST OF SORA CIRCLE 229' SOUTHWEST OF LEE BEGOLE DRIVE. ELEV 907.93
JOB BENCHMARK #225 COTTON SPINDLE LOCATED IN THE SOUTH FACE OF A WOODEN UTILITY POLE IN GRASS ON THE NORTH SIDE OF W 11 MILE ROAD, APPROXIMATELY 29 FEET WEST OF CP#125 AND 235 FEET EAST OF LEE BEGOLE DRIVE. ELEV 903.46
JOB BENCHMARK #226 COTTON SPINDLE SET IN THE SOUTH FACE OF A WOODEN UTILITY POLE ON THE NORTH SIDE OF W 11 MILE ROAD, APPROXIMATELY 167 FEET NORTHEAST OF 41735-41873 W 11 MILE ROAD ENTRANCE. ELEV 907.16
JOB BENCHMARK #227 COTTON SPINDLE SET IN THE SOUTH FACE OF A WOODEN UTILITY POLE LOCATED IN GRASS ON THE NORTH SIDE OF W 11 MILE ROAD, APPROXIMATELY 60 FEET NORTHWEST OF CP#127. ELEV 899.40
TRAVERSE POINT #100 N 359796.02 E 13366585.21 ELEV 902.59
TRAVERSE POINT #105 N 360496.97 E 13365578.51 ELEV 904.53
TRAVERSE POINT #106 N 360479.98 E 13365817.02 ELEV 901.02
TRAVERSE POINT #117 N 359905.30 E 13366650.99 ELEV 904.04
TRAVERSE POINT #118 N 360143.11 E 13366675.62 ELEV 905.17
TRAVERSE POINT #119 N 360204.19 E 13366928.52 ELEV 904.68
TRAVERSE POINT #120 N 360323.98 E 13366623.27 ELEV 903.26
TRAVERSE POINT #121 N 359579.92 E 13366712.40 ELEV 901.70
TRAVERSE POINT #122 N 359229.07 E 13366683.97 ELEV 902.01
TRAVERSE POINT #123 N 358908.44 E 13366722.46 ELEV 900.14
TRAVERSE POINT #124 N 358933.76 E 13366431.74 ELEV 909.31
TRAVERSE POINT #125 N 358973.50 E 13367003.41 ELEV 903.00
TRAVERSE POINT #126 N 358985.88 E 13367228.68 ELEV 907.60



NEW CONTRACT ITEMS

NEW CONTRACT ITEMS						Contract Price	
Item No.	Division	Item Description	Unit	Unit Price	Quantity	Add	Deduct
Lee BeGole/Crescent Extension/Police/Fire Campus - Land Clearing and Balancing - Division 2							
200	2	Mobilization, Max. 10%	LS	\$110,000.00	1	\$110,000.00	
201	2	Clearing & Grubbing	AC	\$19,650.00	10	\$196,500.00	
202	2	Asbestos Materials, Rem and Disposal	DLR	\$1.00	1	\$1.00	
203	2	Fence, Rem	LF	\$7.00	400	\$2,800.00	
204	2	Masonry and Conc Structure, Rem	CY	\$45.00	250	\$11,250.00	
205	2	Pavt, Rem	SY	\$16.00	100	\$1,600.00	
206	2	Utility Pole, Rem	EA	\$750.00	2	\$1,500.00	
207	2	Building, Demolition and Removal	LS	\$42,000.00	1	\$42,000.00	
208	2	Shed, Demolition and Removal	LS	\$4,000.00	1	\$4,000.00	
209	2	Existing Well, Coordinate and Abandon	LS	\$3,500.00	1	\$3,500.00	
210	2	Ex Electrical Serv, Coord and Abandon	LS	\$500.00	1	\$500.00	
211	2	Ex Gas Serv, Coord and Abandon	LS	\$500.00	1	\$500.00	
212	2	Ex Septic Sys, Coord and Abandon	LS	\$3,500.00	1	\$3,500.00	
213	2	Embankment, CIP	CY	\$4.50	40500	\$182,250.00	
214	2	Excavation, Earth	CY	\$12.00	40500	\$486,000.00	
215	2	Non-Haz Contaminated Mat Hand & Dispose	CY	\$70.00	200	\$14,000.00	
216	2	Haz Contaminated Mat Hand & Disposal	CY	\$0.00	20	\$0.00	
217	2	Erosion Control, Gravel Access Approach	EA	\$2,000.00	1	\$2,000.00	
218	2	Erosion Control, Silt Fence	LF	\$3.00	2250	\$6,750.00	
219	2	Project Cleanup, Incl Dumpsters/Bins	LS	\$13,000.00	1	\$13,000.00	
220	2	Material Surplus and Unsuitable, Rem, LM	CY	\$10.00	870	\$8,700.00	
221	2	Salv Crushed Material, LM	CY	\$12.00	3450	\$41,400.00	
222	2	Minor Traffic Devices	LS	\$2,500.00	1	\$2,500.00	
223	2	Seed & Mulch Blanket, 20' Strip along SF	SY	\$2.50	5000	\$12,500.00	
57	1	Televising and Cleaning Storm - East Lake	LS	\$3,300.00	1	\$3,300.00	
							</

Increase/Decrease in Contract Price	\$1,150,051.00
Original Contract Amount	\$236,115.00
Sum of Previous Approved Change Orders	\$76.85
Revised Contract Amount	\$1,386,242.85

THE CHANGES ADDRESSED BY THIS CHANGE ORDER HEREBY ADJUSTS THE CONTRACT TIME BY:

Accepted By: _____

Springline Excavating, LLC

Prepared By: _____

Alex Parent

Digitally signed by Alex Parent:
DN: cn=US, e=Alex.Parent@ohm-advisors.com, o=OHM Advisors, ou=Project Manager, cn=Alex Parent:
Date: 2025.12.08 10:32:08 -05'00'

OHM Advisors

Reviewed By: _____

Aaron Stauf

Digitally signed by Aaron Stauf
Date: 2025.12.08 10:32:56 -05'00'

Aaron J. Stauf, Construction Engineer

Approved By: _____

Tracey Marzonie, Purchasing Manager



December 8, 2025

Mr. Aaron Staup
Construction Engineer
City of Novi - Department of Public Works
26300 Lee BeGole Drive
Novi, MI 48375

**RE: Scope of Construction Engineering Services
Public Safety Building – Land Clearing**

Dear Mr. Staup:

Per your request, the following outlines our proposed scope of services and fee to perform construction engineering, for the above referenced project. This summary includes our project understanding, proposed scope of work, assumptions, schedule, and fee.

PROJECT UNDERSTANDING

The acquired property along Lee BeGole Drive has been identified as the location for the City to construct a new Public Safety Headquarters. On Thursday November 6th a team from DPW, OHM Advisors, and currently under contract Springline Excavating LLC out of Farmington Hills met on the acquired property west of Lee BeGole Drive to discuss the Contractor's interest in providing services to advance the City property to a more "build-ready" status ahead of the upcoming Public Safety Building / Campus. After compiling a bid sheet and rough grade balancing plan for the Contractor, the City received pricing back on Thursday December 4th. OHM Advisors reviewed the Contractor's pricing and did not find any of the line items or their exclusions to be out of line. With acceptance of this pricing, the Contractor is ready to begin work quickly just before the end of the year. To facilitate this work, OHM Advisors will be providing construction inspection and construction staking efforts.

SCOPE OF SERVICES

The following outlines our work plan to accomplish the scope of services for this project as noted above:

TASK 1: CONSTRUCTION INSPECTION

Under this task, the project team will complete services necessary to administer the contract.. Specific work efforts include:

- Provide requested observation of the project when significant construction work is occurring to verify that materials, installation, and construction methods used are in conformance with items and applicable standards.
- Coordinate with the City selected Geotechnical Consultant to for the material testing needs of the project.
- Produce quantities of contract pay items, reporting to the City on an agreed upon schedule.

TASK 2: CONSTRUCTION ENGINEERING

Under this task, engineering services will be provided as required to address and resolve construction issues when they arise as well as providing project oversight. Specific work efforts include:

OHM Advisors®

2365 PONTIAC RD, SUITE 201
AUBURN HILLS, MICHIGAN 48326

T 248.751.3100
F 248.287.4201

OHM-Advisors.com



- Arrange and attend a pre-construction meeting prior to the start of the project.
- Perform regular site visits as requested for the project engineer to oversee and supervise the observer and to attend to problems if they arise.
- Address Contractor's construction concerns and resolve conflicts with the executed contract specifications.

TASK 3: CONSTRUCTION STAKING

Under this task, survey staking services will be provided. Specific work efforts include:

- Establish on-site survey control to be utilized during the construction of the project.
- Provide required construction staking for mass grading. We have included effort required to provide two complete sets of stakes for the various contract items. Re-staking of items due to displaced or damaged stakes will be provided for an additional hourly fee. These costs should be billed to the Contractor for reimbursement.

SCHEDULE

The work is anticipated to begin late December and last a few months with seasonal limitations observed.

FEE

Per the fee schedule in the Civil Engineering Consulting Services Agreement between the City and OHM Advisors, the fee for this project could be derived from a series of categories, but based on our understanding of the project, we propose using the lowest fee in the \$1 million category of 4%. This results in a proposed lump sum fee to perform the work as outlined in this scope of services of forty-five thousand and eight hundred seventy dollars and four cents (\$45,870.04). The fee derivation is based on the following breakdown:

Springline Excavating LLC (Bid)	\$	1,146,751.00	4.00%	\$	45,870.04
Total				\$	45,870.04

EXCLUSIONS, ASSUMPTIONS AND CLARIFICATIONS

The following summarizes our assumptions associated with this proposal:

- The City will be responsible for contract administration and OHM's contribution will be quantity sheets compiled on site.
- G2 Consulting Group will handle all material testing and analysis, including disposal determinations.

Thank you for the opportunity to be of service. If you have any questions or require additional information, please contact us. We look forward to continuing our work with you on this project.

Sincerely,
OHM Advisors

Authorization to Proceed

Alex Parent, P.E.
Project Manager

Signature

Date

cc: Ben Croy, City
Rebecca Runkel, City
Jeff Herczeg, City
Tim Juidici, OHM

Printed Name

Title

OHM Advisors®

2365 PONTIAC RD, SUITE 201
AUBURN HILLS, MICHIGAN 48326

T 248.751.3100
F 248.287.4201

OHM-Advisors.com



November 17, 2025

City of Novi
Attn: Mr. Aaron Staup
Construction Engineer
26300 Lee BeGole Drive
Novi, Michigan 48375

RE: Proposal for Professional Consulting Services

Proposed Novi Public Safety Campus and Roadway Improvements – Novi, Michigan
G2 Proposal No. 233777

Dear Mr. Staup:

G2 Consulting Group, LLC (G2) is pleased to present the City of Novi (client) with this proposal to provide Professional Consulting Services for the proposed Novi Public Safety Campus and Roadway Improvements project within the City of Novi, Oakland County, Michigan (project site). G2 understands that the project will include the construction of a two-story, approximately 60,000-square foot public safety building, an approximate 17,000-square foot fire station, a maintenance shed, several parking facilities, and public roadway improvements. It is also understood that the primary project site is a site of known soil and groundwater contamination, and a “facility” as defined by Part 201 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA). As such, soils within the designated facility properties may require additional evaluation(s) prior to being relocated on the project site or transported off-site to a licensed disposal facility. Should dewatering activities be required on the facility properties, groundwater shall not be discharged to the sanitary system and can only be discharged to the storm sewer system with proper treatment and effluent sampling that demonstrates the water is no longer contaminated. In addition, groundwater shall not be discharged to the surface without approval by the project Owner.

SCOPE OF SERVICES

Based on client communications, G2 has established the following scope of work for this project:

Task 1 – As Needed Soil and Groundwater Assessments/Testing

As requested by client, G2 will provide soil and/or groundwater assessments to properly evaluate the media in relation to individual construction tasks objectives. Said assessments may include but are not limited to: (1) design of sampling protocol based on the proposed objective or concern identified, means and methods of construction, and in general accordance with Michigan Department of Environment, Great Lakes and energy (EGLE) guidelines; (2) soil and/or groundwater sampling and laboratory analysis, and (3) waste characterization sampling and laboratory analysis.

Task 2 – Response Activity Oversight and Observation

As requested by client, G2 will be on-site to oversee and observe environmental response activities that include but are not limited to: (1) proper soil and/or groundwater management related to the proposed project, (2) proper installation of engineering controls, and (3) mitigation/remediation of unforeseen conditions. G2 will document oversight and observation activities through daily field notes and photographs.

PROJECT UNDERSTANDINGS

- G2 will serve as consultant to client, and all other parties shall maintain responsibility for compliance with environmental and worker safety regulations, as applicable.
- Client and/or project owner shall be responsible for obtaining any required permits and all associated fees.
- Upon initiation of the project, client shall provide G2 with detailed drawings, specifications, surveys, and previous environmental reports (i.e., Phase I ESA, Phase II ESA, Baseline Environmental Assessment, Due Care Compliance Analysis/Plan, etc.) for the project in both hard copy and electronic format (CAD and .pdf, as applicable), and permission to use said documents for developing G2's report(s).
- Prior to the development of the Due Care Compliance Report, client shall provide G2 all information necessary for generating said report, including, but not limited to: (1) as-builts, (2) photographic summaries of response activities completed where G2 was not requested to oversee or observe the activity, (3) waste disposal manifests, (4) disposal load tickets, (5) design specifications for utilized engineering controls, and (6) detailed descriptions of work activities that encountered unforeseen conditions that resulted in environmental response activities.
- Client or their designated representatives shall be responsible to physically define the soil restriction zone, prior to and during subsurface construction activities and ensure materials within the soil restriction zone are not placed on the balance of the project site.
- All field activities will be conducted during regular business hours, Monday through Friday.
- G2 and our subcontractor's equipment (if any) may be driven onto unpaved portions of the project site. Both G2 and our subcontractor will take care to minimize impacts but shall not be responsible for damages to unpaved surfaces, including subsurface utilities and irrigation/sprinkler systems/septic tile.
- In the event of requested drilling activities, soil boring holes will be patched with like materials (i.e., soil, cement, asphalt). G2 shall not be responsible for repairing or replacing floor covering materials (i.e., carpet, tile, sheeting, epoxies, etc.). It should be understood that some settlement of the soil borehole fill may occur and no future maintenance of the soil boreholes is included in our fee.
- It is the responsibility of client to request our services. Also, G2 requests a minimum of 24-hours' notice of work for scheduling purposes. Travel to and from the project site will be from our Troy, Michigan office.
- G2 shall not be responsible for actual means and methods of construction, specification of materials, engineering design and/or approval of engineering controls, or implementing any response activities that may be needed on or off the project site.
- Based on the nature of the project, G2 will only conduct the sampling activities in conditions deemed to be safe (both site and weather) by the G2 project manager.

PROJECT FEES

G2 shall initiate the proposed scope of services detailed above upon receipt of client's written notification to proceed. G2's fees for the Professional Consulting Services proposed herein are detailed in **Table 1** below.

TABLE 1
PROJECT FEES

ACTIVITY	COST
Task 1 – As Needed Soil and Groundwater Assessments/Testing	- Consulting and Labor – per attached Fee Schedule (Project Consultant, Project Manager, Staff Environmental Scientist, and Word Processor) - Waste characterization - \$2,500 per sample [includes sample collection via shovel, hand-auger (no deeper than 4-feet below surface grade) or client/site contractor assistance (e.g., excavator)]. - Laboratory analysis (subcontracted, per sample): volatile organic compounds (VOCs) \$125; semi-volatile organic compounds (SVOCs) \$220; polynuclear aromatic hydrocarbons (PNAs) \$110; polychlorinated biphenyls (PCBs) \$100; the Ten Michigan Metals (10MMs) \$150; hexavalent chromium \$80; individual metals \$30, and all other parameters (contact G2). - Soil borings and groundwater monitoring wells (variable and dependent on task scope).
Task 2 – Response Activity Oversight and Observation	Half Day Rate (up to 4-hours) - \$700 Full Day Rate (up to 8-hours) - \$1,400*

* Overtime hours in excess of a typical 8-hour work day will be charged at a rate of **\$175 per hour**.

TERMS AND CONDITIONS

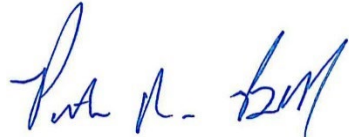
General conditions relating to the performance of our services will be in accordance with the City of Novi/G2 Consulting Group, LLC Agreement for Geotechnical Engineering Consultant Services for Public Projects. As authorization to proceed, please have one copy of this proposal executed by an authorized representative of the party responsible for payment of services and return it to G2 Consulting Group, LLC. If there are any questions regarding the proposal, please contact us at 734.390.9330 or pbell@g2consultinggroup.com.

Respectfully,

G2 Consulting Group, LLC



Michele L. Taylor
Senior environmental Scientist



Patrick T. Bell, PG
Group Leader/Project Consultant

MLT/PTB/crs

Encl: Fee and Rate Schedule

ACCEPTED FOR CITY OF NOVI:

BY: _____

DATE: _____

FEE AND RATE SCHEDULE PROFESSIONAL SERVICES

PERSONNEL

Fees for our services will be based upon the time worked on the project by professional, technical, and clerical personnel according to the following schedule:

PER HOUR		
Principal	.....	\$280
Project Consultant	.....	\$240
Project Manager	.....	\$233
Senior Project Engineer	.....	\$190
Project Engineer	.....	\$180
Senior Environmental Scientist	.....	\$182
Senior Staff Engineer	.....	\$153
Staff Engineer	.....	\$143
Field Coordinator*	.....	\$136
Field Engineer	.....	\$129
Environmental Staff Scientist	.....	\$134
Laboratory Engineer	.....	\$127
Senior Technician*	.....	\$121
Technician II*	.....	\$113
Word Processor*	.....	\$100
Technician I*	.....	\$ 94

*For these personnel, overtime work will be charged at a rate equal to 1.5 times the Standard Rate.

A premium of 50 percent will be added to hourly rates for expert testimony and depositions.

G2 technicians include Engineering, Environmental, and Construction Materials technical specialists.

G2 operates on a strong project management system, and a Project Manager is appointed for each project.

EXPENSES

The following expenses, when incurred in direct connection with the project, will be charged at the rate shown:

Transportation, Lodging, and Subsistence for Out of Town Travel	Cost + 15%
Printing, Reproduction, Photographs, Long Distance Telephone and Telecopier Charges, Shipping Charges and Material Purchases	Cost + 15%
Vehicle Travel for Projects	\$0.96/Mile

SUBCONTRACTORS/SUBCONSULTANTS

On projects requiring subcontractors or subconsultants, we will obtain the services of reputable contractors or consultants to perform such work. The fees of these contractors or consultants plus a 15% service charge will be added to our invoices.

INVOICES

Progress invoices will be submitted to the client monthly and a final bill will be submitted upon completion of our services. Invoices will show charges for different personnel and expense classifications. Each invoice is due on presentation and is past due thirty (30) days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month on past due accounts.

We reserve the right to suspend or terminate work under our agreement upon failure of the client to pay invoices when due.

GENERAL CONDITIONS

PUBLIC LIABILITY INSURANCE

We represent and warrant that we and our agents, staff and consultants employed by us are protected by worker's compensation insurance and that we have coverage under public liability and property damage insurance policies which we deem to be adequate. Certificates for all such policies of insurance can be provided to the client upon request. Within the limits and conditions of such insurance, we agree to indemnify and save clients harmless from and against any loss, damage or liability arising from any negligent acts by us, our agents, staff or consultants employed by us. We shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. We shall not be responsible for any loss, damage or liability arising from any negligent acts by our client, its agents, staff and other consultants employed by client.

LIMITATION OF PROFESSIONAL LIABILITY

In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by members of our profession. No warranty, express or implied, is made or intended by our proposal for consulting services, by our furnishing oral or written reports, or by our observation of work. Client recognizes that actual conditions may vary from those encountered at the location where borings, surveys or explorations are made by us or provided by others, and that our data, interpretations and recommendations are based solely on the information available to the client. We will be responsible for those data, interpretations and recommendations, but shall not be responsible for the interpretation by others of the information developed. Client also recognizes that monitoring of construction by a qualified engineer is essential to verify that designs are appropriate for actual site conditions.

Should we or any of our professional employees be found to have been negligent in the performance of professional services or to have made and breached any expressed or implied warranty, the client agrees that the maximum aggregate amount of our liability and/or that of said professional employees shall be limited to \$25,000.00 or the amount of the fee paid us for professional services on this project, whichever amount is greater.

WAIVER OF LIMITATION OF PROFESSIONAL LIABILITY

In the event the client is unwilling or unable to limit liability in accordance with the provisions set forth in the paragraph hereinbefore, we agree to waive this limitation upon written notice from the client received within ten (10) days after date of contract, and client agrees to pay us a sum equivalent to ten (10) percent additional of the total fee to be charged for the professional services, said sum to be called "Waiver of Limitation of Liability Charge". This charge will in no way be construed as being a charge for insurance of any type, but will be increased consideration for the greater risk involved in performing work in which there is no limitation of liability.

RIGHT OF ENTRY

The client will provide for right of our entry and all necessary equipment, in order for us to complete the work. While we will take reasonable precautions to minimize any damage to the property, it is understood by client that in the normal course of work some damage may occur, the correction of which is not part of this agreement.

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

Client represents that client has made a reasonable effort to evaluate if hazardous materials including gases are on or near the project site, and that client has informed us of client's findings relative to the possible presence of such materials.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. We and client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. We and client also agree that the discovery of unanticipated hazardous materials may make it necessary for us to take immediate measures to protect health and safety. Client agrees to compensate us for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

We agree to notify client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold us harmless for any and all consequences of disclosures made by us which are required by governing law. In the event the project site is not owned by client,

client recognizes that it is client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

Notwithstanding any other provisions of the agreement, client waives any claim against us and, to the maximum extent permitted by law, agrees to defend, indemnify, and save us harmless from any claim, liability, and/or defense costs for injury or loss arising from our discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delays 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 us which are found to be contaminated.

UTILITIES

In the prosecution of the work, we will take reasonable precaution to avoid damage or injury to subterranean structures or utilities. The client agrees to hold us harmless for any damages to subterranean structures which are not called to our attention and correctly shown or described on the documents furnished.

OWNERSHIP OF DOCUMENTS

All reports, drawings, plans, specifications, field data, field notes, calculations, estimates and other documents we prepare, as instruments of service, shall remain our property. Client agrees that all reports and other work furnished to the client or his agents, which is not paid for, will be returned upon demand and will not be used by the client for any purpose whatever. We will retain pertinent records relating to the services performed for a period of five (5) years following submission of the report, during which period the records will be made available to the client at reasonable times for a reasonable fee.

RESOLUTION OF DISPUTES

All claims, disputes and other matters in controversy arising out of or in any way related to this agreement will be submitted to Alternative Dispute Resolution (ADR) before and as a condition precedent to other remedies provided by law. If and to the extent we have agreed on methods for resolving such disputes, then such methods will be set forth in the "Alternate Dispute Resolution Agreement" which, if attached, is incorporated into and made a part of this agreement. If no specific ADR procedures are set forth in the agreement, then it shall be understood that the parties shall submit disputes to mediation as a condition precedent to litigation.

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

- (1) the claim will be brought and tried in the judicial jurisdiction of the court where our principal place of business is located and the client waives the right to remove the action to any other judicial jurisdiction, and
- (2) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees, and other claim-related expenses.

TERMINATION

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

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

ASSIGNS

Neither the client nor our firm may delegate, assign, sublet or transfer its duties or interest in this agreement without the written consent of the party.



Representative Client Services

Geotechnical Engineering

- ▶ Soil investigations, including soil borings and test pits
- ▶ Design recommendations for foundations, pavements, underground construction and earthwork
- ▶ Design of dewatering systems
- ▶ Soil dynamic studies, vibrations monitoring and evaluation
- ▶ Pile load tests, static and dynamic pile analyses
- ▶ Investigation of soil related failures
- ▶ Soil and foundation instrumentation
- ▶ Laboratory testing of soils

Environmental Consulting

- ▶ Phase I/II Environmental Site Assessment (ESA)
- ▶ Baseline Environmental Assessments (BEA)
- ▶ National Environmental Policy Act (NEPA) compliance
- ▶ Due Care Plan
- ▶ Wetland determination/delineation
- ▶ Floodplain and wetland permitting
- ▶ Hazardous materials evaluations
- ▶ Comprehensive asbestos surveys
- ▶ Lead based paint evaluations
- ▶ Brownfield studies
- ▶ Environmental drilling and sampling
- ▶ Groundwater monitoring
- ▶ Indoor air quality studies
- ▶ Water Intrusion/mold evaluations

Construction Engineering

- ▶ Field observation and testing
- ▶ Earthwork operations
- ▶ Foundation construction
- ▶ Concrete materials and placement
- ▶ Bituminous paving materials and placement
- ▶ Masonry
- ▶ Laboratory testing of aggregates, concrete, bituminous and masonry
- ▶ Construction material evaluation
- ▶ AASHTO Accredited Laboratory
- ▶ AASHTO R18
- ▶ ASTM C1077