



City of North Port  
PURCHASING  
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### WORK ASSIGNMENT

CONSULTANT

Kimley-Horn & Associates, Inc.

CONTINUING CONTRACT NO. & TITLE

2020-58-10 - Professional Engineering Services - Continuing Services Contracts for City of North Port Utilities

### THIS WORK ASSIGNMENT

WORK ASSIGNMENT #

2021-09 (Agenda Item 21-0541 (4-27-21 Reg. Com Mtg))

SHORT TITLE

Neighborhood Expansion Blue Ridge-Salford North Phase I

DATE SUBMITTED

4/2/2021

AMOUNT (LUMP SUM)

\$474,796.00

SCHEDULED COMPLETION

TBD - See attached schedule

### CONTRACT AND BUDGET OVERVIEW FOR FISCAL YEAR 2021

	DEPARTMENT	CITYWIDE (completed by Purchasing)
TOTAL OF PREVIOUS ASSIGNMENTS	\$50,000.00	\$50,000.00
THIS WORK ASSIGNMENT	\$474,796.00	\$474,796.00
TOTAL WORK ASSIGNMENTS	\$524,796.00	\$524,796.00
ACCOUNT NO/PROJECT NO	306-6064-536.63-00/ U19NEP	VARIOUS

All work assignments require City Manager approval. In presenting this work assignment, it is understood that:

1. All associated supporting documentation and justification for this work assignment is attached hereto.
2. Unless specified herein, work does not involve watercraft, boat piers and/or other activities requiring additional workers compensation endorsements.
3. Contact or involvement with hazardous materials is not anticipated, should hazardous materials be encountered, the City shall be informed.
4. THIS WORK ASSIGNMENT SHALL NOT EXCEED \$200,000 & ANY RESULTING CONSTRUCTION SHALL NOT EXCEED \$2,000,000 PER FLORIDA STATUTE 287.055.

SUBMITTED BY:

KIMLEY-HORN AND ASSOCIATES, INC.

4/5/2021

CONSULTANT

DATE

REC. IN PURCHASING 4-8-21 3:24AM VIA LEGISTAR BACK-UP ON FILE

APPROVED BY:

Michael Vuolo

Digitally signed by Michael Vuolo  
Date: 2021.04.06 09:39:42 -04'00'

DEPARTMENT DIRECTOR

DATE

Alla V. Skipper

Digitally signed by Alla V. Skipper  
Date: 2021.04.08 10:06:52 -04'00'

PURCHASING

DATE

ASSISTANT CITY MANAGER

DATE

Lisa M. Herrmann

Digitally signed by Lisa M. Herrmann  
DN: cn=Lisa M. Herrmann, o=City of North Port, ou=Finance  
Department, email=lherrmann@cityofnorthport.com, c=US  
Date: 2021.04.12 14:57:06 -04'00'

BUDGET ADMINISTRATOR

DATE

Kimberly Ferrell

Digitally signed by Kimberly Ferrell  
Date: 2021.04.12 16:09:22 -04'00'

FINANCE DIRECTOR

DATE

CITY MANAGER

DATE

Print Form

Clear All Fields



## **ATTACHMENT A**

### **SCOPE OF SERVICES THE CITY OF NORTH PORT BLUE RIDGE-SALFORD PHASE 1**

#### **PROJECT DESCRIPTION**

The City of North Port is embarking on a new neighborhood expansion program to eliminate the use of septic tanks within their service area and install water mains to provide service and fire protection. The City of North Port Master Wastewater Plan has identified 29 service areas that consist of approximately 44,000 residential lots at build-out, 16,000 of which are currently on septic tanks. These 29 service areas have been sequenced in order of density with the Blue Ridge-Salford South and North areas being the highest-ranking density area, respectively. The Blue Ridge-Salford North area is ranked as the second highest density, it is understood that this area has existing infrastructure (8-inch and 12-inch force mains) eliminating the need to provide additional force mains therefore reducing overall construction costs and being a more feasible first area for design and construction.

North Port Utilities (NPU) has retained Kimley-Horn ("Consultant") to provide design, permitting, bid services, and construction certification for the vacuum pump station, limited vacuum collection system area and water mains for the Blue Ridge-Salford North area (Blue Ridge Salford-North Phase 1). Since the Phase 1 limits will not be confirmed until completion of the conceptual design, the Phase 1 limits have been assumed as shown in Figure 1. Specific services to be provided under this scope of services include the following.

#### **SCOPE OF SERVICES**

##### **TASK 1: CONCEPTUAL DESIGN AND DATA COLLECTION**

The Consultant will prepare a conceptual design layout for the Blue Ridge Salford-North service area. The conceptual plan will identify up to three (3) vacuum station site alternatives that will be presented to NPU. The conceptual design services will include the following tasks:

- A. Data Collection and Review - The Consultant will collect and review readily available design information and record drawings for existing utilities within the proposed corridor. NPU will make available existing reports, studies, technical analyses, drawings, operational information, and other documents regarding the proposed corridors, such as existing property and topographic surveys, plats, zoning maps and the location and extent of utility easements along the proposed pipeline corridor. The Consultant will also perform a field site visit to note any above ground features that would impact design or construction.
- B. Sunshine 811 Design Ticket - The Consultant will request a design ticket through Sunshine 811 to identify utility agencies/owners in the project area and contact each to request information available on their utilities located along the route.
- C. Field Site Review - A field site visit will be performed by the Consultant to assist with the confirmation of existing utility locations as well as identify other above ground obstacles along the proposed route.
- D. Provide a proposed vacuum sewer conceptual layout for the service area for each of the three (3) alternative vacuum station locations. Proposed vacuum station locations will be confirmed with NPU prior to the development of the vacuum sewer layout. Expansion of the potable water system will also be evaluated at this stage in conjunction with the vacuum sewer layout.
- E. Prepare an Opinion of Probable Cost (OPC) for each vacuum station location, vacuum sewer layout, and water service improvements. Because Consultant does not control the cost of labor, materials, equipment, or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, will be made based on experience and represent its judgment as



an experienced and qualified professional familiar with the industry. Consultant cannot and does not guarantee that proposals, bids, or actual costs will not vary from its opinions of cost.

- F. Conduct a conceptual design workshop with NPU and any other stakeholders to review and discuss the vacuum station location alternatives, vacuum sewer layout, and potential potable water system expansion. The Consultant will prepare an agenda and meeting summary. The Consultant will proceed with design of subarea A within the Phase 1 Project limits (hereafter referred to as Phase 1A) following the conceptual design workshop. For the purpose of this Agreement, Phase 1A is assumed to be as shown in Figure 1. Comments discussed at the workshop will be addressed in the 60% design plans. Any additional tasks that may be required to select an alternate will be provided as an additional service.

## **TASK 2: SURVEYING SERVICES**

The Consultant will contract with a surveyor to provide surveying services once the Phase 1A limits have been defined under Task 1. The services provided by the subconsultant will consist of the following tasks.

- A. A Topographic/Route Survey will be provided for the Phase 1A area shown in the attached Figure 1. The survey limits will extend from right-of-way to right-of-way and will include the parcel for the selected vacuum station location. The survey will locate and identify the following within the survey limits:
  - 1. Driveways (size and type of material).
  - 2. Trees (by species, i.e., Oak, etc.) with a diameter at breast height (D.B.H.) greater than 4-inches.
  - 3. Above ground features within the survey limits including utility poles, above ground utilities, culverts, fence lines, wetland jurisdictional lines, soil borings and other visible features within the proposed pipeline corridor which are pertinent to design and construction activities.
  - 4. Appurtenances, paint marks, flagging and other indicators of the presence of underground utilities.
- B. Apparent right-of-way lines will be determined in accordance with the existing monumentation and information supplied by NPU. No title searches will be performed as part of this Agreement.
- C. Site elevations will be taken at a maximum of 100-foot intervals, at grade breaks, at changes in direction on curbing/paving within the limits of the survey.
- D. Benchmarks (Vertical Control) – All elevations established will be in feet, shall be referenced to existing published NGS/City of North Port benchmarks and shall refer to North American Vertical Datum (N.A.V.D.) of 1988. A minimum of two permanent Benchmarks, establishing vertical control for the project, will be placed where appropriate. Provide temporary benchmarks placed at intervals not to exceed 1,000 feet along the project route and outside of anticipated construction limits. All monumentation found or set shall be identified on the survey drawing(s).
  - 1. All data will be referenced to Florida State Plane Coordinates – North American Datum (NAD) 83/11 datum – Florida West Zone.

All work will be performed in accordance with the standards of practice outlined in Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes. This scope of services does not include title searches.

## **TASK 3: GEOTECHNICAL SERVICES**

The Consultant will contract with a geotechnical subconsultant to evaluate the soil conditions within Phase 1A of the service area as shown in Figure 1. The services provided by the subconsultant will consist of the following tasks:



- A. Contact local underground utility agencies near the proposed boring locations and provide adequate clearance prior to field explorations.
- B. Provide limited maintenance of traffic control through signage and flag men for personnel and equipment safety during geotechnical work.
- C. Perform Geotechnical Explorations - Explorations will include two (2) Standard Penetration Tests (SPT) borings to depths of 30 feet each at the vacuum station and up to eleven (11) staggered SPT borings along the proposed vacuum pipelines every 500' at 10 feet below grade.
- D. Visually examine all recovered soil samples in the laboratory and perform laboratory tests on selected representative samples to develop the soil legend for the project using the Unified Soil Classification System, as appropriate. The laboratory testing will include percent passing the #200 sieve, Atterberg limits testing, organic and natural moisture content determination and corrosion series (Environmental tests) on selected samples.
- E. The geotechnical subconsultant will provide a report to summarize engineering evaluations and analyses that will include the following:
  - 1. Visual classification of the soils and general assessment of area geology based on experience, study of geological literature and boring information.
  - 2. Discuss design and/or construction considerations including foundation recommendations for the vacuum station based on the soil and groundwater conditions developed from the borings including earthwork recommendations, dewatering, hard soil conditions, need for sheet piles or bracing in open cut areas, potential settlement from sheeting or compaction to above ground structures, etc. The geotechnical subconsultant will also provide soil design parameters including estimated soil strength and density parameters, internal friction angles, dry and wet densities, cohesion and earth pressure coefficients (active and passive).
  - 3. Address groundwater levels encountered in the borings performed and approximate seasonal high groundwater at the vacuum station and along the vacuum pipeline.
  - 4. Recommendations for construction including a summary report which includes a summary of findings and analysis.

#### **TASK 4: ELECTRICAL, INSTRUMENTATION, CONTROLS AND MEP SERVICES**

The Consultant will provide Mechanical, Electrical, and Plumbing (MEP) services that will consist of the following tasks:

- A. Obtain and review electrical design by vacuum sewer manufacturer. Identify vacuum station power requirements and coordinate with the electrical service provider and NPU for requirements to place the station into service.
- B. Prepare electrical single line diagrams for the vacuum pump station. The single line diagrams will be reviewed by the vacuum sewer manufacturer and NPU. Comments will be addressed and incorporated into the final plans.
- C. Specify and size a generator for the vacuum station. Generator size will meet all reliability and redundancy requirements in accordance with the latest NPU standard technical specifications.
- D. Prepare design plans for the Heating Ventilation and Air Conditioning (HVAC) system within the vacuum station including ventilation. The HVAC system plans will be reviewed by the vacuum sewer manufacturer and NPU. Comments will be addressed and incorporated into the final plans.





- E. Prepare MEP design plans for the vacuum pump station. The MEP design plans will be reviewed by the vacuum sewer manufacturer and NPU. Comments will be addressed and incorporated into the final plans.

#### **TASK 5: STRUCTURAL SERVICES**

The Consultant will perform the following services for the vacuum pump station:

- A. Structural design of the vacuum pump station building and equipment support pads in accordance with the requirements of the 2020 Florida Building Code and additional wind load requirements as specified by NPU. The building is anticipated to be a split-level structure with masonry walls above grade and concrete walls / stem walls below grade.
- B. Prepare door and window schedules for the structure.
- C. The pre-engineered roof trusses and stairs will be designed by the vacuum sewer manufacturer delegate engineers. The Consultant will prepare design criteria to be used by the delegate engineers for the roof trusses and stairs.
- D. Prepare construction plans for the structural portion of the vacuum pump station building.

#### **TASK 6: INTERMEDIATE DESIGN DRAWINGS (60% PHASE)**

- A. The Consultant will prepare 60% design drawings consisting of the following:
  - 1. Cover Sheet, Index Map, Table of Contents and Legend.
  - 2. Survey Base Map showing apparent rights-of-way, existing utilities and existing easements, if applicable.
  - 3. Subsurface Utility Engineering data and information.
  - 4. Geotechnical investigation data and information.
  - 5. Horizontal and vertical alignment (Plan and Profile View) of the proposed vacuum sewer main and/or water mains.
  - 6. Preliminary site plan for the vacuum pump station.
- B. The Consultant shall supplement NPU approved technical specifications with vacuum sewer specifications that may be needed for implementation of the vacuum station and vacuum sewer mains.
- C. The Consultant shall prepare a 60% OPC based on the conceptual OPC that was established during the conceptual design.
- D. The Consultant will send the utility companies with facilities in the right-of-way a copy of the 60% plans to have them verify their facilities located along the route of the pipeline.
- E. The Consultant will submit two (2) sets of the following: 60% design drawings (11" x 17"), 60% draft technical specifications and 60% OPC. Consultant shall submit an electronic version in PDF format of the submittal to the NPU project manager. Comments from NPU on the 60% drawings will be integrated into the subsequent design drawings as discussed in the tasks below. It is anticipated that comments will be obtained from NPU within the 2 weeks following the submittal date.

This scope of services does not include hydraulic modeling to establish water main sizes. Hydraulic modeling services can be provided as an additional service. It is assumed that NPU will provide the necessary water main sizes to meet fire flow and other state and local requirements.



#### **TASK 7: PERMITTING SERVICES**

- A. Consultant will prepare for and attend a pre-application meeting with the following permitting agencies below regarding their specific permitting requirements and agreements:
1. Florida Department of Environmental Protection – Standard General Environmental Resource Permit (Processed through FDEP).
  2. Florida Department of Environmental Protection – Specific Permit to Construct PWS Component. (Processed through Department of Health (DOH)).
  3. City of North Port Site Development Review (SDR).
- B. The Consultant will prepare each permit application described above along with the required supporting documents and submit to NPU for review prior to submittal to the appropriate regulatory agency. The Consultant will respond to one (1) set of comments from each permitting agency.

NPU will pay for all permit fees required for this portion of work.

#### **TASK 8: FINAL DESIGN DRAWINGS AND CONTRACT DOCUMENTS (90% and 100% PHASE)**

The purpose of the final design drawings is to provide responses to NPU 60% Design Drawing comments.

- A. The 90% design submittal will consist of the following:
1. Incorporation of NPU 60% review comments.
  2. All proposed construction detail sheets.
  3. Completed general notes for the plans.
  4. A set of technical specifications in PDF and MS Word format.
- B. The Consultant shall update the previously prepared opinion of probable construction cost (OPC) with design and quantity changes based on NPU 60% comments.
- C. The Consultant will submit two (2) sets of the 90% design drawings (11" x 17"), 90% technical specifications and OPC. Consultant shall submit an electronic version in PDF format of the submittal to NPU. Comments from NPU for the 90% drawings will be integrated into the subsequent design drawings as discussed in the tasks below. It is anticipated that comments will be obtained from NPU within 2 weeks of the submittal date.
- D. The final contract documents (100%) design submittal will consist of the following:
1. One (1) complete original signed and sealed set of the construction bid documents comprising of technical specifications and construction drawings with the NPU 90% review comments incorporated.
  2. One PDF of the final construction drawings.
  3. Blank bid form in MS Excel format.
  4. Construction duration schedule and recommendations for liquidated damages.
  5. Final OPC.
  6. One PDF of the geotechnical report.
  7. A thumb drive containing the AutoCAD drawings.



#### **TASK 9: BID PHASE SERVICES**

The Consultant will coordinate with NPU to provide the following bid phase tasks for the project:

- A. Provide electronic copies and unbound bid documents to NPU. The Consultant will review general and supplemental contract conditions (provided by NPU) for consistency with the technical specification requirements.
- B. The Consultant will respond to requests for information (RFI) from bidders regarding interpretation and clarification of bid documents and will assist with preparation of addenda as appropriate.
- C. In conjunction with NPU, the Consultant will attend a pre-bid meeting for prospective bidders for the project.
- D. Based on the responsive bids submitted, the Consultant will contact and review references and prepare a contractor qualification and recommendation letter to NPU.
- E. Upon completion of the bid phase, the Consultant shall develop and provide conformed sets of the construction documents that will include any changes that were made during the bid phase to NPU. Consultant will also provide a thumb drive containing the AutoCAD drawings of the conformed construction documents.

#### **TASK 10: ENGINEER OF RECORD SERVICES DURING CONSTRUCTION**

- A. The Consultant will attend a pre-construction conference with the contractor and NPU staff to discuss contract requirements and responsibilities.
- B. The Consultant will review and provide written response to Shop Drawings and other data which Contractor is required to submit within the time specified by the Contract Documents, but only for conformance with the NPU standards and information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
- C. The Consultant will provide written response to reasonable and appropriate Contractor requests for information (RFI's) and issue necessary clarifications and interpretations of the Contract Documents to NPU as appropriate to facilitate the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by NPU.
- D. The Consultant shall log receipt of, and review and respond to, RFI's and Shop Drawings.
- E. The Consultant will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- F. The Consultant shall determine the acceptability, subject to NPU approval, of material substitutions proposed by the Contractor.
- G. The Consultant will conduct periodic field reviews to determine whether permit conditions pertaining to construction are being adhered to by the Contractor. At such times, record information and documentation of compliance with permit conditions will be confirmed using the Contractors field red-lined set of Construction Documents.
- H. The Consultant shall attend and witness the pressure test as performed by the Contractor, to ensure compliance with the permit conditions.
- I. The Consultant will prepare the forms and compile the supporting documentation to request final certification for permits. The documents will be submitted for NPU review and signature prior to final submittal to regulatory agencies.



J. Based upon as-built information provided by the Contractor, the Consultant will prepare final record drawings by incorporating the as-built data into the plan view of the proposed construction drawings. Profile adjustments will not be required as part of the record drawing preparations. Final record drawing submittal to NPU shall consist of the following:

1. One (1) electronic copy on a thumb drive in AutoCAD 2020 and PDF.
2. Two (2) half-sized (11-inch x 17-inch) sets of record drawings.

#### **NPU RESPONSIBILITIES**

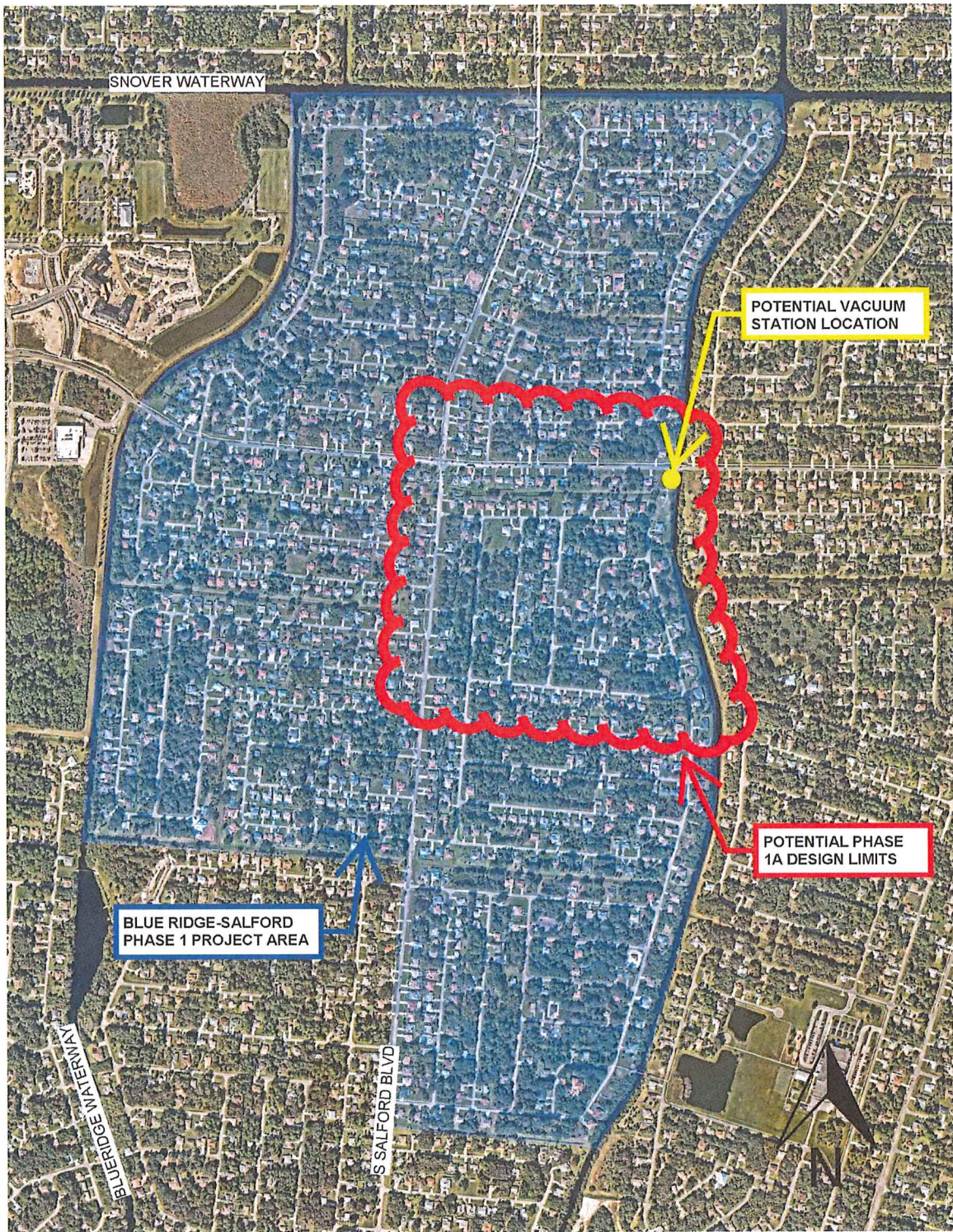
NPU will be responsible for the following:

- A. NPU shall assign a project manager, who will serve as the primary point of contact for the Consultant during the project.
  - B. Provide record drawings of the existing facilities within the project area, if available.
  - C. NPU shall be responsible for the printing and distribution of the bidding and conformed documents.
  - D. NPU shall provide all permitting fees required for the project.
  - E. Hydraulic modeling report as needed if water main improvements are to be included in the design.
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FIGURE 1 – PROJECT LIMITS







## EXHIBIT B – FEE SCHEDULE



EXHIBIT B		
FEE SCHEDULE		
TASK	LUMP SUM SERVICES	FEE APPORTIONMENT
1.0	Conceptual Design and Data Collection	\$66,736.00
2.0	Surveying Services (Outside Services)	\$79,800.00
3.0	Geotechnical Services (Outside Services)	\$8,700.00
4.0	Electrical, Instrumentation, Controls and MEP Services	\$50,158.00
5.0	Structural Services	\$23,035.00
6.0	Intermediate Design Drawings (60% Phase)	\$50,922.00
7.0	Permitting Services	\$16,249.00
8.0	Final Design Drawings and Contract Documents (90% and 100% Phase)	\$63,467.00
9.0	Bid Phase Services	\$25,616.00
10.0	Engineer of Record Services During Construction	\$90,113.00
TOTAL FEE		\$474,796.00



**PROJECT WORK PLAN PERSON-HOUR ESTIMATE**

Project Name: CNP Neighborhood Expansion - Blue Ridge North Saiford

Date Prepared: 4/1/2021

Estimated By: Ashley Mile

KHA Task # Subtask ID #	KHA Task Name Subtask Name/Description	Direct Labor (Person-Hours)							
		Senior Prof. II	Senior Prof. I	Prof.	Analyst	Analyst	Senior Tech Support	Support Staff	Total
		\$ 262.86	\$ 238.96	\$ 203.12	\$ 167.27	\$ 143.38	\$ 137.40	\$ 83.64	\$ 176.66
<b>1.0</b>	<b>Conceptual Design and Data Collection</b>								
	Kick-Off Meeting	0	4	8	6	6	0	0	24
	Data Collection (asbuilts, reports, hydraulic model, etc.), Field Site Reviews	0	4	12	40	48	8	6	118
	Conceptual Layout, Phasing Plans, and Cost Estimates (3)	3	8	18	36	45	15	10	135
	Layout and Phasing Workshop with City	0	4	8	10	12	8	6	48
	Technical Memorandum, Review and Revisions	5	10	12	18	24	6	12	87
	Subtotal (Hours)	8	30	58	110	135	37	34	420
	Task Total (Fee)	\$2,103	\$7,169	\$11,781	\$18,400	\$19,356	\$5,084	\$2,844	\$66,736
<b>2.0</b>	<b>Surveying Services (Outside Services)</b>								
	Task Total (Fee)								\$79,800
<b>3.0</b>	<b>Geotechnical Services (Outside Services)</b>								
	Task Total (Fee)								\$8,700
<b>4.0</b>	<b>Electrical, Instrumentation, Controls and MEP Services</b>								
	Review of Vacuum Sewer Manufacturer Drawings	2	4	8	12	24	0	10	60
	Emergency Power Requirements	2	4	8	18	36	0	0	68
	Design Drawings & Technical Specifications	4	8	12	24	64	72	12	196
	Subtotal (Hours)	8	16	28	54	124	72	22	324
	Task Total (Fee)	\$2,103	\$3,823	\$5,687	\$9,033	\$17,779	\$9,893	\$1,840	\$50,158
<b>5.0</b>	<b>Structural Services</b>								
	Building and Equipment Pad Design Calculations	2	4	6	10	18	0	0	40
	Design Drawings & Technical Specifications	4	6	8	16	36	24	10	104
	Subtotal (Hours)	6	10	14	26	54	24	10	144
	Task Total (Fee)	\$1,577	\$2,390	\$2,844	\$4,349	\$7,743	\$3,298	\$836	\$23,035
<b>6.0</b>	<b>Intermediate Design Drawings (60% Phase)</b>								
	Design Drawings & Technical Specifications (includes Utility Coordination)	5	10	20	45	72	120	8	280
	Engineer's Opinion of Probable Cost	0	2	4	8	12	0	2	28
	Review Meeting with City	0	4	4	6	6	0	0	20
	Subtotal (Hours)	5	16	28	59	90	120	10	328
	Task Total (Fee)	\$1,314	\$3,823	\$5,687	\$9,869	\$12,904	\$16,488	\$836	\$50,922
<b>7.0</b>	<b>Permitting Services</b>								
	FDEP Permitting	0	4	8	12	24	0	8	56
	City of North Port SDR, INF, Building Permit	0	4	8	12	16	0	8	48
	Subtotal (Hours)	0	8	16	24	40	0	16	104
	Task Total (Fee)	\$0	\$1,912	\$3,250	\$4,014	\$5,735	\$0	\$1,338	\$16,249





KHA Task # Subtask ID #	KHA Task Name Subtask Name/Description	Direct Labor (Person-Hours)									
		Senior Prof. II	Senior Prof. I	Prof.	Analyst	Analyst	Tech Support	Support Staff	Total		
		\$ 262.86	\$ 238.96	\$ 203.12	\$ 167.27	\$ 143.38	\$ 137.40	\$ 83.64	\$ 176.66		
8.0	Final Design Drawings and Contract Documents (90% and 100% Phase)										
	90% Design Drawings & Technical Specifications	5	10	15	24	39	90	6	189		
	90% Engineer's Opinion of Probable Cost	0	4	6	10	12	0	4	36		
	90% Review Meeting with City	0	4	4	8	8	0	0	24		
	Final Design Drawings & Technical Specifications	3	9	12	18	24	60	6	132		
	Final Engineer's Opinion of Probable Cost	0	2	2	6	9	0	4	23		
	Subtotal (Hours)	8	29	39	66	92	150	20	404		
	Task Total (Fee)	\$2,103	\$6,930	\$7,922	\$11,040	\$13,191	\$20,610	\$1,673	\$63,467		
9.0	Bid Phase Services										
	RFI's	0	4	6	12	18	6	10	56		
	Pre-bid meeting	0	4	0	6	0	0	0	10		
	Bid Review, Tabulation, and Recommendations	0	2	3	6	6	0	8	25		
	Confirmed Design Drawings and Technical Specifications	2	2	5	8	12	40	10	80		
	Subtotal (Hours)	2	12	15	32	36	46	28	171		
	Task Total (Fee)	\$526	\$2,868	\$3,047	\$5,353	\$5,162	\$6,320	\$2,342	\$25,616		
10.0	Engineer of Record Services During Construction										
	Pre-Construction Meeting	0	4	4	4	0	0	4	16		
	RFI's	0	4	6	12	16	8	16	62		
	Shop Drawings	0	4	8	18	36	0	60	126		
	Change Orders	0	4	8	12	16	8	16	64		
	Field Observation Visits (1/Week)	0	0	8	32	48	0	96	184		
	Testing	0	0	6	12	18	0	48	84		
	Certifications	2	6	8	12	16	0	8	52		
	Record Drawings	2	6	6	8	12	40	16	90		
	Subtotal (Hours)	4	28	54	110	162	56	264	678		
	Task Total (Fee)	\$1,051	\$6,691	\$10,968	\$18,400	\$23,228	\$7,694	\$22,081	\$90,113		
	Grand Total (Fee)	\$9,200	\$33,215	\$48,343	\$76,108	\$97,355	\$66,089	\$32,954	\$474,796		



## EXHIBIT C – PROJECT SCHEDULE



EXHIBIT C			
PRODUCTION SCHEDULE			
SERVICES	Duration (Days)	START DATE	END DATE
Notice to Proceed (NTP)	0	May 3, 2021	May 3, 2021
Conceptual Design and Data Collection	120	May 3, 2021	August 31, 2021
Intermediate Design Drawings (60% Phase)	70	July 12, 2021	September 20, 2021
Permitting Services	70	July 12, 2021	September 20, 2021
Final Design Drawings and Contract Documents (90% Phase and Final)	120	September 20, 2021	January 18, 2022
Bid Phase Services	TBD	TBD	TBD
Engineer of Record Services During Construction	TBD	TBD	TBD





March 11, 2021

Ms. Ashley Miele, P.E.  
**Kimley-Horn and Associates, Inc.**  
1777 Main Street Suite 200  
Sarasota, FL 34236

Re: Proposal for Professional Surveying Services  
**City of North Port Phase 1 – Topographic Route Surveys**  
North Port, Florida

Dear Ms. Miele:

Pursuant to the information you have supplied, Hyatt Survey Services, Inc. is pleased to provide the following proposal for the surveying services required on the above referenced project:

**SCOPE OF SERVICES**

**I. Topographic Survey:**

- A. Hyatt Survey will perform a Topographic Survey of approximately 20,000 lf of public Rights of Way as located in North Port, Florida. (See attached exhibit.)
- B. Apparent right of way lines will be determined in accordance with existing monumentation and information supplied by the Client, City or County. No Title Searches will be performed as part of this scope of services.
- C. Hyatt Survey will locate visible aboveground site improvements, utilities and appurtenances. Underground utilities will be graphically depicted on the survey drawing(s) in accordance with visible appurtenances. More specifically, the following items will be located as part of this survey:
  - 1. Edge of pavement, curb edges and valley elevation, driveways, mailboxes, street signs, high (crown) and low points in the road and any other above ground appurtenances and landscaping. Gravity inverts and valves in the roadway identified as well.
  - 2. Water service meters for each home
- D. Hyatt Survey Services, Inc. will assume NO responsibility for the completeness and/or accuracy of any subsurface data represented on the survey drawing(s) from information provided by others.
- E. Hyatt Survey will determine site elevations on a maximum fifty (50) foot grid, at grade breaks, at changes in direction on curbing/paving within the limits described above.
- F. All elevations will be referenced to the NAVD 88 vertical datum. No less than two (2) project benchmarks will be established on site.
- G. All data will be referenced to Florida State Plane Coordinates – NAD 83/11 datum – Florida West Zone.







Ms. Ashley Miele, P.E.  
Kimley-Horn and Associates, Inc.  
March 11, 2021  
Page 2

- H. Hyatt Survey will provide the survey drawing(s) AutoCAD format prepared to the client's CAD/layer specifications as well as six (6) signed and sealed paper copies of the survey drawing(s).
- I. This project will require no more than sixty (60) calendar days to complete from our receipt of a written "notice to proceed."

Hyatt Survey proposes to provide these services for the lump sum fees as follows:

**1. Topographic Route Survey: \$ 79,800.00**

All work will be performed in accordance with the standards of practice outlined in Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

I have attached our standard "General Contract, Provisions and Conditions" as part of this agreement. To accept this proposal, please sign where indicated below and return a copy of this document as your acceptance of this agreement and our authorization to proceed.

If you have any questions or comments, please do not hesitate to contact me at 941-748-4693. I look forward to working with you on this project.

Sincerely,  
**HYATT SURVEY SERVICES, INC.**

*Pamela A. Hyatt*

Pamela A. Hyatt, P.S.M.  
President

Accepted by: **Kimley-Horn & Associates, Inc.**

Sign here: \_\_\_\_\_ Date: \_\_\_\_\_

Print name here: \_\_\_\_\_





Exhibit







**ATTACHMENT "A"**  
**GENERAL CONTRACT**  
**Provisions & Conditions**

Services to be rendered under this Contract Agreement (Agreement) between Hyatt Survey Services, Inc. (Hyatt Survey) and the Client are based upon those provisions as set forth in the original proposal letter (Proposal) and are included together with and made part of this Agreement. The Proposal and these General Contract Provisions & Conditions represent the entire understanding between the Client and Hyatt Survey. Any modifications in the terms of this Agreement must be executed in writing and accepted by both parties involved.

**A. Description of Services:**

1. The Basic Services to be performed under this contract are limited to those "Scope of Services" items as specifically stated on the attached proposal and no others.
2. Any Additional Services requested after the commencement date of this project shall be considered as Additional Services to the Basic Services. All additional Services shall be subject to additional compensation either at Hyatt Survey's current hourly rate schedule or at a rate as agreed to by both Hyatt Survey and the Client.

**B. Standard Provisions:**

1. The Proposal is valid for a period of thirty (30) days from the date thereon. All hourly rates quoted are subject to revision quarterly, unless otherwise agreed upon by both parties.
2. Hyatt Survey shall carry and maintain worker's compensation, general liability, professional liability and comprehensive automobile liability insurances for the period of this contract. Proof of insurance will be furnished upon request. Coverage requested above the established company limits may be available upon agreement for reimbursement for additional expenses by the Client.
3. Payments to Hyatt Survey are the sole responsibility of the signatory of the Agreement and are not subject to any third party compensation condition or agreement. Invoices are rendered as agreed upon, but not to exceed monthly, and are deemed due and payable upon receipt. Outstanding invoices over thirty (30) days past due from the date on the invoices are deemed "past due" and subject to a finance charge of 1 ½ percent per month. Invoice payments must be kept current and are not to exceed 30 days. After this 30 days all work may be subject to suspension, unless otherwise agreed upon by both parties.
4. Either the Client or Hyatt Survey may, with seven (7) days written notice, terminate this agreement, if the other party fails to perform under the terms of this contract. If termination of the project is through no fault of Hyatt Survey, Hyatt Survey will be compensated for all services performed to date, including all reimbursable expenses along with a 10% "Termination Expense Assessment" of all remaining unbilled project fees per this agreement. Additional project mobilization or start up fees may be added to any fee remaining after termination of a project, if the project is reactivated after a period of ten (10) days.







5. Hyatt Survey's services under this contract do not include participation in any actions of litigation. All expert witness services are to be provided by and compensated for under a separate contract as negotiated and executed by the parties.
6. The Client and Hyatt Survey agree that no warranties, guarantees, representations, or statements of any nature have been relied upon and used as a basis for this agreement, unless contained herein or as may be implied to in Florida Statutes.
7. Hyatt Survey is not responsible for any failure to perform under any conditions which arise from causes beyond Hyatt Survey's reasonable control or which may be caused by any unavoidable or unforeseeable action arising beyond any reasonable Hyatt Survey or Client control.
8. To the fullest extent provided by law, and withstanding any other provision of this Agreement, the total aggregate liability due to any error, omission or other professional negligence shall be limited to a total sum of \$10,000.00 or the fee agreed upon under this Agreement (less any third part costs), whichever is greater.
9. Any errors, omissions or deficiencies on any document issued by Hyatt Survey and observed by the Client or his representative, must be reported only to Hyatt Survey promptly in order to facilitate mitigation of any claimed losses, which may arise or be due.
10. Hyatt Survey shall be entitled to collect it's costs and reasonable attorney's fee incurred in the collection of any fee due Hyatt Survey; including all fees incurred in any litigation resulting from the enforcement of any of the terms of this Agreement.
11. All original documents and files, both digital and hardcopy, resulting from the Agreement are and shall remain the property of Hyatt Survey. Hyatt Survey will furnish six (6) copies of the final product as directed for delivery by the Client. Any reuse or reissue of drawings or documents must be approved by Hyatt Survey and must be limited to the specific purpose stated on the face of the document. The Client will hold Hyatt Survey harmless from all claims arising from unauthorized acts of reissuance or reuse of any document of service in this Agreement.
12. The Client will approve all sub-contracts or sub-consultants prior to engagement by Hyatt Survey on their behalf. Hyatt Survey may act as an Authorized Agent only when both the Client and Hyatt Survey properly execute a written agreement.







# UNIVERSAL ENGINEERING SCIENCES

Consultants In: Geotechnical Engineering • Environmental Sciences  
Geophysical Services • Construction Materials Testing • Threshold Inspection  
Building Inspection • Plan Review • Building Code Administration

## LOCATIONS:

- Atlanta
- Charlotte, NC
- Clewiston, FL
- Daytona Beach
- Chantilly, VA
- Hagerstown, MD
- Delray Beach, FL
- Fort Myers
- Fort Pierce
- Gainesville
- Jacksonville
- Miami
- Ocala
- Orlando (Headquarters)
- Palm Coast
- Panama City
- Pensacola
- Port St. Lucie, FL
- Rockledge
- Sarasota
- St. Petersburg
- Tampa
- Tifton
- West Palm Beach

March 15, 2021

Kimley-Horn & Associates, Inc.  
1777 Main Street  
Sarasota, FL 34236

Attention: Ms. Ashley Miele

RE: **PROPOSAL TO PROVIDE GEOTECHNICAL SERVICES**  
Proposed Blue Ridge Salford Phase I- Vacuum sewer  
S Salford Boulevard  
North Port, Florida  
**UES Proposal Number: 1130.0321.00035**

Dear Ms. Miele:

Universal Engineering Sciences, LLC. (UES) appreciates this opportunity to submit this proposal to provide geotechnical services at the above referenced project. Our understanding of this project with our proposed scope of services and cost estimates, are presented below. Our proposal is based on the information provided in your email dated March 9, 2021.

## PROJECT DESCRIPTION

The project under consideration involves the design of a new vacuum sewer line of approximately 5,500 LF in North Port, FL. An aerial plan showing the route was provided to us.

The purpose of our services is to explore and evaluate the soil conditions with respect to the planned design and provide recommendations to aid in groundwater considerations, foundation design, and soil design parameters.

This proposal assumes that the test boring locations will be readily accessible using a truck mounted drilling rig.

Due to the nature of the equipment required to perform the test borings, some property disturbance should be expected. Our proposal does include limited site clean up including backfilling the boreholes with sand for safety considerations. No other restoration services (i.e. pressure washing, landscaping, repairing wheel ruts, etc.) are included in this proposal. We understand that rights of entry and access to the property will be provided to us prior to and at commencement of field activities.

If this information is incorrect, please contact UES so that we modify our proposal, if necessary.





## UNIVERSAL ENGINEERING SCIENCES, LLC.

*Geotechnical Engineering • Geophysical Assessments  
Environmental Sciences • Pavement Evaluations  
Construction Materials Testing*

### SCOPE OF SERVICES

Based upon your request and our current understanding of the project, we have included the following scope of services for the project.

- Contact the local underground utility clearance agency prior to beginning the field exploration
- Two (2) SPT borings to a depth of 30 feet below grade for the vacuum pump site
- Eleven (11) SPT borings to a depth of 10 feet below grade for the vacuum sewer mains/Right of way (staggered borings every 500 feet)
- MOT
- All boring locations will be backfilled/grouted to grade upon work completion

Standard Penetration Test (ASTM D 1586) will be performed in the boring continuous to a depth of 10 feet and at five feet intervals to the boring termination. Our field representative will visually classify the soil samples at each test interval and place them in clean containers which are labeled for future identification. Groundwater levels will be obtained in the boring upon initial encounter.

The soil samples will be transported to our laboratory for visual classification testing, and to evaluate the pertinent engineering properties. At the completion of the field and laboratory testing services we will prepare a report under the direction of a registered professional engineer which contains the following information at a minimum:

- Soil boring logs and visual soil classifications
- Existing groundwater levels & estimated seasonal high groundwater level
- Foundation recommendations and soil bearing capacity
- Utility/trench excavation recommendations
- Soil Design Parameters
- Laboratory testing results

### SCHEDULE

Based upon our current schedule at the time of this proposal, we anticipate completing the field exploration and laboratory testing program and issuing a geotechnical report within 3 to 4 weeks upon receipt of written authorization to proceed. Preliminary findings can be provided via email prior to the release of the final report upon completion of the field and laboratory testing program to expedite your civil engineering design schedule.

### PROPOSAL

UES is prepared to perform the geotechnical exploration for the total fee of **\$8,700.00**.







## UNIVERSAL ENGINEERING SCIENCES, LLC.

*Geotechnical Engineering • Geophysical Assessments  
Environmental Sciences • Pavement Evaluations  
Construction Materials Testing*


We have assumed that all boring locations are accessible to standard, truck-mounted drilling equipment, and you will grant our personnel Right of Access to the property. **If there are special access considerations (i.e. a locked gate), please provide us with the necessary information to gain entry to the site.** If we are unable to access the property upon arrival, additional charges may apply.


Enclosed you will find our Work Authorization/Proposal Acceptance Form. If you wish for us to proceed, please have the party responsible for payment sign the appropriate space on the Work Authorization/Proposal Acceptance Form and return one copy to us.

Universal Engineering Sciences appreciates this opportunity to offer our services, and we are looking forward to the assignment. Please call if you have any questions.

Sincerely,

UNIVERSAL ENGINEERING SCIENCES, LLC.

  
Yudelsy Epler  
Project Engineer

  
Robert Gomez, P.E.  
Branch Manager

### EXHIBIT I NOTES

Additional services, consultations, or meetings if requested, will be invoiced at Universal Engineering Sciences' standard rates.

This fee estimate includes three (3) copies of the final report. Additional copies can be provided at cost of \$0.35 per page plus mailing costs.

All reports will be shipped via first class mail on project completion. Shipping via overnight delivery service will be provided at the client's request at cost plus 15%.

This fee proposal will remain effective for 60 days. If you should require more than 60 days to formally authorize us to proceed, we request that you permit us to update our proposal to account for any changes in costs.

The client will be responsible for all applicable taxes.



**UNIVERSAL ENGINEERING SCIENCES, LLC.**  
Work Authorization / Proposal Acceptance Form

**PLEASE SIGN AND RETURN ONE COPY**

Universal Engineering Sciences, LLC. (Universal) 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: Expansion Blue Ridge Salford Phase 1 - North Port - GEO - Kimley-Horn - 3.9.21 Date: March 15, 2021

Project Location: North Port, Florida

Client Name: Kimley-Horn & Associates, Inc. Contact: Ashley Miele

Contact Business Address: \_\_\_\_\_

Contact Fax Number: \_\_\_\_\_ Contact Phone: \_\_\_\_\_ Email: Ashley.Miele@kimley-horn.com

**I. Scope of Services & Understanding of Project (See attached proposal or as indicated below).**

UES Opportunity No.: 1130.0321.00035

Total Service Estimate = \$ 8,700.00

**II. Contract Documents. The following documents form part of the Agreement and are incorporated herein by referral:**

A. Universal General Conditions.

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

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

A. For payment of Services, invoice to the account of:

Firm: \_\_\_\_\_ Social Security Number or  
Federal Identification No.: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Attention: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

Firm: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Attention: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CLIENT: \_\_\_\_\_ UNIVERSAL ENGINEERING SCIENCES, LLC.

BY (signature): \_\_\_\_\_ BY (signature): [Signature]  
NAME: \_\_\_\_\_ NAME: Robert I. Gomez  
TITLE: \_\_\_\_\_ TITLE: Branch Manager

Return Executed Copies to:  
Universal Engineering Sciences, LLC.  
1748 Independence Boulevard, Suite B-1, Sarasota, FL 34234  
Tel (941) 358-7410 • Fax (941) 358-7353







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

**SECTION 1: RESPONSIBILITIES**

- 1.1 *Universal Engineering Sciences, LLC, Universal Engineering Inspections, LLC, and GFA International Inc. ("UES"), have the responsibility for providing the services described under the Scope of Services section. The work is to be performed according to accepted standards of care and is to be completed in a timely manner. The term "UES" as used herein includes all of Universal Engineering Sciences, LLC, Universal Engineering Inspections, LLC, GFA International, Inc., its 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 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.
- 1.4 Universal will not be responsible for scheduling our services and will not be responsible for tests or inspections that are not performed due to a failure to schedule our services on the project or any resulting damages.
- 1.5 **PURSUANT TO FLORIDA STATUTES §558.0035, ANY INDIVIDUAL EMPLOYEE OR AGENT OF UES MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

**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 The Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or other explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by 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.
- 2.3 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 services are 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.
- 2.4 Should UES be retained to provide threshold inspection services under Florida Statutes §553.79, Client acknowledges that UES's services thereunder do not constitute a guarantee that the construction in question has been properly designed or constructed, and UES's services do not replace any of the obligations or liabilities associated with any architect, contractor, or structural engineer. Therefore it is explicitly agreed that the Client will not hold UES responsible for the proper performance of service by any architect, contractor, structural engineer or any other entity associated with the project.

**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 and all 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 Proposal.
- 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: SAMPLE OWNERSHIP AND DISPOSAL**

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

**SECTION 5: BILLING AND PAYMENT**

- 5.1 UES will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classifications.
- 5.2 Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts.
- 5.3 If 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 6: OWNERSHIP AND USE OF DOCUMENTS**

- 6.1 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.
- 6.2 Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose.
- 6.3 UES will retain all pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to the Client at all reasonable times.
- 6.4 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 party or used or relied upon by any such party without the express written consent of UES.

**Return Executed Copies to:**  
**Universal Engineering Sciences, LLC.**  
1748 Independence Boulevard, Suite B-1, Sarasota, FL 34234  
Tel (941) 358-7410 • Fax (941) 358-7353







#### **SECTION 7: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS**

- 7.1 Client warrants that a reasonable effort has been made to inform UES of known or suspected hazardous materials on or near the project site.
- 7.2 Under this agreement, the term hazardous materials include hazardous materials (40 CFR 172.01), hazardous wastes (40 CFR 261.2), hazardous substances (40 CFR 300.6), petroleum products, polychlorinated biphenyls, and asbestos.
- 7.3 Hazardous materials may exist at a site where there is no reason to believe they could or should be present. UES and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. UES and Client also agree that 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 waste.
- 7.4 UES agrees to notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold UES harmless for any and 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 recognizes that it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.
- 7.5 Notwithstanding any other provision of the Agreement, Client waives any claim against 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 8: RISK ALLOCATION**

- 8.1 Client agrees that UES's liability for any damage on account of any breach of contract, error, omission or other 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 our proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$400.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

#### **SECTION 9: INSURANCE**

- 9.1 UES represents and warrants that it and its agents, staff and consultants employed by it, is and are protected by worker's compensation insurance and that 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 8, 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 agent, staff, and other UESs employed by Client.

#### **SECTION 10: DISPUTE RESOLUTION**

- 10.1 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 alternative dispute resolution (ADR) such as mediation or arbitration, before and as a condition precedent to other remedies provided by law, including the commencement of litigation.
- 10.2 If a dispute arises related to the services provided under this Agreement and that dispute requires litigation instead of ADR as provided above, then:
- (a) the claim will be brought and tried in judicial jurisdiction of the court of the county where UES's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction, and
  - (b) The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, and other claim related expenses.

#### **SECTION 11: TERMINATION**

- 11.1 This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, UES shall be paid for services performed to the termination notice date plus reasonable termination expenses.
- 11.2 In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by the Agreement, 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 12: ASSIGNS**

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

#### **SECTION 13. GOVERNING LAW AND SURVIVAL**

- 13.1 The laws of the State of Florida will govern the validity of these Terms, their interpretation and performance.
- 13.2 If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this Agreement for any cause.

#### **SECTION 14. INTEGRATION CLAUSE**

- 14.1 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.
- 14.2 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.

Rev. 3/26/2020 (Docs No.1758555)

**Return Executed Copies to:**  
Universal Engineering Sciences, LLC.  
1748 Independence Boulevard, Suite B-1, Sarasota, FL 34234  
Tel (941) 358-7410 • Fax (941) 358-7353



