

WORK ORDER No. 11 FOR PROFESSIONAL SERVICES

TO: David Plummer & Associates.
1750 Ponce De Leon Boulevard
Coral Gables, Florida 33134
(305) 447-0900

DATE: October 4, 2017

The City of Doral authorizes the firm of David Plummer & Associates to proceed with the environmental analysis of the property located at the southeast corner of NW 66 Street and NW 102 Avenue as of the date of this Work Order. The work should be performed in accordance with the contract provisions contained in the Continuing Professional Services Agreement between David Plummer & Associates and the City of Doral dated February 2, 2015, and the attached Proposal submitted by your firm for the above referenced project.

SCOPE OF SERVICES AND SCHEDULE:

The scope of the project will be as described in the attached proposal from David Plummer & Associates dated September 25, 2017, to provide professional engineering services which include: geotechnical testing, an Environmental Site Assessment, and arsenic testing. The schedule requires the work to be performed within thirty five (35) calendar days from the notice to proceed. The performance of services associated with this Work Order will be executed on a time and materials basis with a not to exceed amount of \$8,900.00.

You are required by the Continuing Service Agreement to begin work subsequent to the execution of this Work Order, or as directed otherwise. If you fail to begin work subsequent to the execution of this Work Order, the City of Doral will be entitled to disqualify the Proposal, and revoke the award.

Work Order incorporates the terms and conditions set forth in the Continuing Services Agreement dated February 2, 2015 between the parties as though fully set forth herein. In the event that any terms or conditions of this Work Order conflict with the Continuing Services Agreement, the provisions of this specific Work Order shall prevail and apply.

Work Order is not binding until the City of Doral agrees and approves this Work Order.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written, in three (3) counterparts, each of which shall, without proof or accounting for the other counterpart be deemed an original Contract.

CONSULTANT: David Plummer & Associates

BY: Todd Seymour
NAME: TODD SEYMOUR
TITLE: VP DESIGN SERVICES

WITNESSES: SEAL:

1. Rodney B. ...
2. ...

OWNER: City of Doral

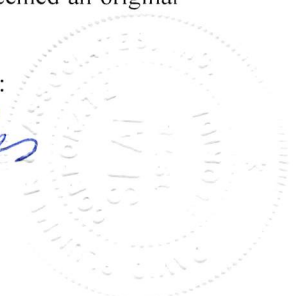
BY: (Eduwan)
NAME: Edward Rojas
TITLE: City Manager

AUTHENTICATION:

BY: Connie Diaz
NAME: Connie Diaz
TITLE: City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE SOLE USE
OF THE CITY OF DORAL:

BY: ...
NAME: WEISS, SEROTA, HELFMAN, COLE,
& BIERMAN, PL
TITLE: City Attorney



DAVID PLUMMER & ASSOCIATES

TRANSPORTATION • CIVIL • STRUCTURAL • ENVIRONMENTAL

1750 PONCE DE LEON BOULEVARD, CORAL GABLES, FLORIDA 33134
305 447-0900 • FAX: 305 444-4986 • EMAIL: DPA@DPLUMMER.COM

September 21, 2017
Revised September 25, 2017

Mr. Eugene Collings-Bonfill, PE, PSM, PMP
Chief of Engineering
City of Doral
8401 NW 53rd Terrace, 2nd Floor
Doral, FL 33166
(305) 593-6740 ext 6017
Eugene.Collings@cityofdoral.com

Re: NW 66 Street at NW 102 Avenue– Geotechnical/ Environmental Engineering Services - #17177

Dear Mr. Collings:

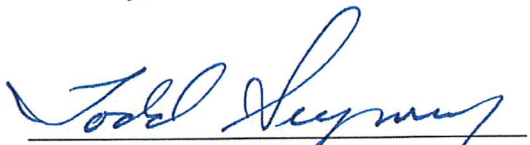
David Plummer & Associates, in conjunction with our sub-consultant PSI , are pleased to provide the City of Doral with geotechnical and environmental engineering services for this project in Doral, FL. This letter and our PSA dated February 2, 2015, forms the agreement between our organizations for these services.


The work for this project is described in the attached Scope of Services (Attachment A). The fees for the corresponding project tasks are included as Attachment B.

If you concur with the contents of this agreement, please sign both copies and return a single copy to our office. We are prepared to start this work, upon receipt of the above stated items, subject to a mutually agreed upon schedule.

Sincerely,

Accepted by:


Todd Seymour PE, V P- Design Services
DAVID PLUMMER & ASSOCIATES


Eugene Collings-Bonfill, PE, PSM, PMP
Chief of Engineering
CITY OF DORAL

cc: Accounting, Proposal Book

Attachments: Attachment A & B

collings-let-092017 rev1.docx

Attachment A - SCOPE OF SERVICES

CITY OF DORAL NW 66 STREET BETWEEN NW 97 AVE AND NW 102 AVE GEOTECHNICAL / ENVIRONMENTAL ENGINEERING SERVICES

September 21, 2017
Revised September 25, 2017

Purpose

The purpose of this work is to provide geotechnical and environmental engineering services and prepare a report of findings for the project site located on NW 66 Street between NW 97 Avenue and NW102 Avenue and NW 107 Avenue.

SCOPE OF WORK

TASK 1 – Geotechnical Engineering Services

Services to be provided under this task are described in the attached proposal from PSI dated September 25, 2017.

TASK 2 – Environmental Engineering Services

Services to be provided under this task are described in the attached proposal from PSI dated September 25, 2017.

TASK 3 – Contract Administration

This task includes contract administration services, including review, processing and submittal of invoices from PSI for payment by the City for services provided by PSI under this work order.

17177-scp-092117rev.doc

Attachment B - SCHEDULE OF FEES

**CITY OF DORAL
NW 66 STREET BETWEEN NW 97 AVE AND NW 102 AVE**

GEOTECHNICAL/ ENVIRONMENTAL ENGINEERING SERVICES

September 21, 2017
Revised September 25, 2017

<u>TASK</u>	<u>STIPULATED SUM</u>
Task 1 – Geotechnical Engineering Services	\$3,000
PSI Subtotal	\$3,000
Task 2 – Environmental Engineering Services	\$4,800
PSI Subtotal	\$4,800
Task 3 - Contract Administration	\$ 1,100
DPA Subtotal	\$ 1,100
Total	\$ 8,900

17177-fee-092117rev.doc

October 18, 2017
Revised

David Plummer & Associates
1750 Ponce de Leon Boulevard
Coral Gables, Florida 33134

Attention: Mr. Todd Seymour
Vice President – Design Services

Re: Proposal for Geotechnical Engineering Services
NW 66th Street from NW 102nd Avenue to ¼ mile East
Doral, Florida
PSI Proposal No. 0397-223145

Dear Mr. Seymour:

In response to your request, **Professional Service Industries Inc., (PSI)**, is pleased to submit this proposal to provide geotechnical engineering and environmental services for the above-referenced project. Included herein is our understanding of the proposed project along with a scope of services, fee estimate and anticipated schedule to complete the requested scope of services.

PROJECT INFORMATION

We understand the proposed project consists of performing an environmental analysis on a property located just south of NW 66th Street from NW 102nd Avenue to ¼ miles east in Doral, Florida. PSI understands that the City of Doral is considering purchasing the subject property.

Based on the information provided and review of available aerial imagery, the subject site consists of a heavily vegetated parcel of approximately 10 acres.

We understand that three separate services/tasks (Geotechnical Engineering, ESA Phase I and Arsenic Testing) are required for this project as part of the City of Doral due diligence. Each of these services/tasks are discussed individually in the subsequent sections of this proposal.

If any of this project information is incorrect or has changed, we need to be notified as soon as possible so we can determine if the changes impact our proposed scope of services.

TASK I – GEOTECHNICAL ENGINEERING SERVICES

- Scope of Services:

As noted earlier, the site is densely vegetated. On this basis PSI proposes to advance six (6) soil borings via hand auger borings to a depth of approximately 10 feet below grade, groundwater is encountered or hand auger refusal, whichever occurs first. The borings locations will be evenly spread throughout the property. Samples of the in-place materials will be recovered and brought into our lab for visual classification and further testing, if deemed necessary.

Underground utility clearance will be required prior to commencing the fieldwork. Therefore, PSI will contact “Sunshine One-Call” Service to obtain underground public utility clearance. The underground utility clearance outside of the public domain shall be the responsibility of the property owner or and coordinated with PSI.

Upon completion of the borings, the boreholes will be backfilled with excavated soil/rock, and the site generally cleaned.

- Engineering & Reporting:

A geotechnical engineer will review the soil samples and representative samples will be tested for physical properties such as gradation, moisture content and organic content, if deemed necessary. The results of our work will be transmitted in an electronic report which will specifically contain information listed below:

1. A plan of the site showing the boring locations.
2. Logs of the exploratory borings will be provided.
3. Groundwater level depth noted in our boring at the time of drilling, if encountered.
4. A brief discussion of the existing geotechnical conditions.
5. An estimate on the volume of demucking involved for site development and an associated cost for organic soil removal. If based on the outcome of Task III, if arsenic is noted to be present within the muck layer, then we will accordingly factor that into the disposal estimate.

If additional services beyond that outlined in this proposal is desired, PSI can provide the needed additional services on a unit price basis.

- Schedule & Fees:

Our study can begin one (1) day after we receive authorization to proceed. We will start drilling after underground utilities have been located and identified, which typically requires three (3) business days. The field work will require one (1) to two (2) days to complete. The written report of the subsurface exploration will be available within one (1) week following the field demobilization. We estimate that our study will be completed within two (2) weeks from your notice to proceed.

Based on our general knowledge of the subsurface conditions near the proposed project site and our understanding of your requirements, we propose to complete the subsurface exploration described in this proposal for a lump sum fee of **\$3,000.00**.

TASK II – PHASE I ESA

Based on the information provided, PSI understands that your purpose for having the Phase I ESA performed is to satisfy one of the requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser limitations (hereinafter called the landowner liability protections or LLPs) in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA).

The scope of services presented below is intended to satisfy this purpose.

PHASE I ESA SCOPE OF SERVICES

PSI proposes to perform the Phase I ESA in general accordance with ASTM E 1527-13 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process (ASTM E 1527-13). PSI will perform the assessment under the supervision of an environmental professional (EP) as defined in 40 Code of Federal Regulations (CFR) 312.10. The scope of services generally will include:

- Regulatory records review;
- Historical records review;
- Site reconnaissance;
- Interviews;
- Vapor Encroachment Screen (VES) in accordance with ASTM E2600-15; and
- Preparation of a written report.

As requested, a draft report will be delivered to the client electronically, in .pdf format. After comments on the draft report have been received, they will be reviewed, and incorporated, as appropriate, in the final report.

PSI will prepare a report of our findings and provide an electronic (.pdf format) copy. One (1) hardcopy can be provided upon request at no additional fee. Unless specifically requested on the attached Proposal Authorization & Payment Instructions Form, recommendations will be included in the report.

YOUR RESPONSIBILITIES

ASTM E1527-13 and E 2600-15 make it your responsibility as the user of the Phase I ESA to conduct the inquiries and provide information (if available) to PSI. We have attached a **User Questionnaire** to assist you in providing this information. We understand that you may have only limited knowledge of the property, but please complete the questionnaire to the best of your ability, given your current knowledge of the property. PSI also asks that you complete the attached **Contact Information** sheet.

Additionally, the ASTM standard and AAI Rule require that a search be performed to identify any environmental liens or activity use limitations (AULs) that are recorded against the subject property. You may engage a title company to perform the search and report the results to PSI, or we can arrange to conduct the search on your behalf, for an additional fee. Please note on the Project Authorization and Payment Instructions Form if you would like for PSI to arrange for a subcontractor to perform this search.

THIRD PARTY RELIANCE

Third party reliance letters may be issued upon request and upon the payment of a reliance fee. All third parties relying on PSI's reports, by such reliance, agree to be bound by this proposal and PSI's General Conditions. No reliance by any party is permitted without such agreement, regardless of the content of the reliance letter itself.

SCHEDULE

PSI understands the time sensitive nature of this project and will provide the Phase I ESA report with 10 business days pending your authorization to proceed. Completion of the project may be affected by access to the property, the availability of information, and other factors.

FEES

PSI proposes to prepare this Phase I ESA for the lump sum fee of \$1,800.00. Please note that the following efforts are not included in this price:

- An environmental lien/AUL search (if desired, please see options provided below).
- Expedited report preparation fees (if desired, please see options provided below).
- Consultation (beyond clarifications of information presented in the Phase I ESA report);
- In-process report edits needed to incorporate required information not provided at the inception of the project;
- Extraordinary or additional research that is requested after the report is delivered and/or to address data gaps;
- File review requiring travel to a regulatory agency or depository of information that is not local to the PSI assessor's office or the subject property;
- Review of voluminous prior reports or regulatory file documents, whether they may be relevant or not;
- Payment of fees charged by regulatory agencies for file-copying services, or processing of Freedom of Information Act (FOIA) requests.

The turnaround for this Phase I ESA is approximately 10 business days. We can deliver the report with a faster turnaround by expediting the data at an additional fee, by re-prioritizing our workload, and/or having our staff work overtime to complete the report. Due to the increased costs, we will charge an additional fee for RUSH delivery of the report as follows:

- Seven (7) Business Days \$500.00

Please indicate whether an expedited report delivery is required by checking the appropriate box on the Proposal Authorization and Payment Instructions page. It should be noted that, in some cases, it might not be possible to obtain all of the required records within the expedited timeframe. In these cases, we will note and evaluate the data gap in our report and, if an evaluation of the received data appears to alter the findings, conclusions and/or recommendations of the report, we will deliver the additional data in the form of an addendum to the report.

Any other additional work will be conducted on a time and materials basis in accordance with the following unit rates:

- Chief/Regional Scientist or Engineer \$175.00
- Principal Consultant \$145.00
- Senior Personnel, per hour \$90.00
- Project Personnel, per hour \$75.00
- Staff Personnel, per hour \$60.00
- Clerical Personnel, per hour \$40.00
- Mileage, per mile \$0.95
- Additional Report Hardcopies, each \$100.00

Environmental Lien/AUL Search

- First owner/parcel \$250.00
- Each additional parcel (same owner) \$150.00
- Each additional parcel (different owner) \$150.00

PSI will not perform any additional services until written approval from the client has been received.

This proposal is valid for 30 calendar days, after which PSI reserves the right to modify the fees and/or schedule.

TASK III – ARSENIC TESTING

Based on the client's request, in order to obtain information regarding the presence of arsenic in the organic material that will be removed from the subject, the following scope of services have been developed:

- Utilizing hand auger methodologies, PSI will perform up to 5 soil borings on the subject property. The property will be divided into approximately five, 1-acre grids with one soil sample location per grid box.
- In order to evaluate arsenic concentrations, PSI will collect up to 8 soil samples. The soil samples will be collected within the organic material layer which will depend on the organic thickness present, at each sample location to provide an adequate evaluation of the soil that will be removed. The soil samples collected will be submitted for laboratory analysis for arsenic.
- PSI will prepare a Limited Soil Sampling Report detailing the field sampling protocols, laboratory analytical results, and comparison of the results to Chapter 62-777, FAC cleanup criteria. The report will include tables, and conclusions based on the results of the assessment activities.

PSI estimates the following task durations:

- Scheduling field activities - approximately 3 to 5 business days;
- Field activities - approximately 1 to 2 business days;
- Receipt of laboratory results - approximately 10 to 14 business days (for standard turnaround time [TAT]);
- Report preparation - approximately 5 to 7 days;
- Total Estimated Duration - approximately 20 to 28 business days (standard lab TAT).

Utilizing an Expedited TAT, PSI estimates 4 to 5 weeks following authorization to complete this project. If PSI encounters conditions that alter the proposed schedule, PSI will contact you to establish a new schedule.

PSI proposes to perform Arsenic Testing for the lump sum of **\$3,000.00**.

It should be noted that PSI is not an owner, operator, generator, storer, transporter, treater or disposal facility for hazardous wastes and we will require the client to sign any waste disposal manifests as generator.

COMPENSATION, PAYMENTS AND TERMS

Based on our general knowledge of the subsurface conditions at the site and our understanding of your requirements, we propose to complete the requested subsurface exploration, geotechnical engineering evaluation, phase I ESA, and arsenic testing services described herein for a lump sum fee of **\$7,800.00**. The fees are made up as follows:

- Geotechnical Engineering Services - **\$3,000.00**
- Phase I ESA - **\$1,800.00**
- Arsenic Testing - **\$3,000.00**

PSI appreciates your consideration of our firm for this project. To formally authorize us, kindly indicate so by providing us with a City of Doral Purchase Order.

CLOSURE


PSI appreciates your consideration of our firm for this project. To formally authorize us, kindly indicate so by providing us with a signed agreement of our proposal. We look forward to working with you on this project. In the event that you have any questions or if you require additional information, please do not hesitate to contact us.

Respectfully Submitted,

PROFESSIONAL SERVICE INDUSTRIES, INC.
Certificate of Authorization No: 3684



Julio De Blas, P.E.
Regional Engineer



Daniel Gonzalez, E.I.
Staff Engineer



Bryan M. Lucas
Principal Consultant
Environmental Services

Attachments: Proposal Authorization & Payment Instructions
 User Questionnaire
 Contact Information Sheet
 PSI General Conditions

PROPOSAL AUTHORIZATION & PAYMENT INSTRUCTIONS

Authorization

To execute this proposal, please sign and complete the authorization information below along with applicable payment instructions, and return one copy of the authorized proposal to our office.

_____ Authorized By (please print)		_____ Signature	
_____ Title		_____ Firm	
_____ Address			
_____ City	_____ State	_____ Zip Code	_____ Telephone
_____ Date		_____ Purchase Order No. / Project Tracking No. (if applicable)	

Payment Instructions

If invoice payment is to be made by a party other than the authorizing party above, please provide the following information for whom the invoices are to be billed:

_____ Firm		_____ Attention	
_____ Address		_____ Title	
_____ City	_____ State	_____ Zip Code	_____ Telephone
_____ Authorizing Party's Relationship to Invoice Payment Party			

Recommendations

- CHECK HERE to exclude recommendations from the report
- CHECK HERE to include recommendations in a separate cover letter

Optional Items for Additional Fees

- CHECK HERE to order an Environmental Lien/AUL Search
- CHECK HERE to order an expedited ten (10) working day turnaround time
- CHECK HERE to order an expedited seven (7) working day turnaround time

Reliance Parties

Please include the following additional parties in the reliance for the report:

USER QUESTIONNAIRE

Pursuant to ASTM E1527, ASTM E2600, and the EPA All Appropriate Inquiry Rule, the User of the report must answer specific questions regarding the property and supply this information to the Environmental Professional. While we understand that you may have only limited knowledge of the property, please answer the questions to the best of your ability based on your current knowledge, and return the completed questionnaire to PSI.

Phase I ESA Questions

1. Did a review of land title records (or judicial records where appropriate) identify any environmental cleanup liens filed or recorded against the subject property under federal, tribal, state or local law?
 No Yes Unknown (if yes, please briefly discuss on the next page or as an attachment)
2. Did a review of land title records (or judicial records where appropriate) identify any activity and land use limitations (AULs), such as engineering controls, land use restrictions or institutional controls that are in place at the subject property and/or have been filed or recorded in a registry under federal, tribal, state, or local law?
 No Yes Unknown (if yes, please briefly discuss on the next page or as an attachment)
3. Do you have any specialized knowledge or experience related to the subject property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the subject property or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business?
 No Yes (if yes, please briefly discuss on the next page or as an attachment)
4. Does the purchase price being paid reasonably reflect the fair market value of the subject property?
 No Yes Not Applicable

If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the property?
 No Yes

5. Are you aware of commonly known or reasonably ascertainable information about the property that would help the environmental professional to identify conditions indicative of releases or threatened releases? For example:
 - (a) Do you know of the past uses of the property?
 No Yes (if yes, please briefly discuss on the next page or as an attachment)
 - (b) Do you know of specific chemicals that are present or were once present at the property?
 No Yes (if yes, please briefly discuss on the next page or as an attachment)
 - (c) Do you know of spills or other chemical releases that have taken place at the property?
 No Yes (if yes, please briefly discuss on the next page or as an attachment)
 - (d) Do you know of any environmental cleanups that have taken place at the property?
 No Yes (if yes, please briefly discuss on the next page or as an attachment)
6. Based on your knowledge and experience related to the subject property are there any obvious indicators that point to the presence or likely presence of contamination at the subject property?
 No Yes (if yes, please briefly discuss on the next page or as an attachment)
7. Do you know of any pending, threatened, or past litigation or administrative proceedings relevant to hazardous substances or petroleum products in, on, or from the property? No Yes (if yes, please briefly discuss on the next page or as an attachment)

7. Do you know of any notices from any governmental entity regarding any possible violation of environmental laws or possible liability relating to hazardous substances or petroleum products?
 No Yes (if yes, please briefly discuss below or as an attachment)

Further Explain any Answers Requiring Clarification: _____

Vapor Encroachment Screening Questions

1. Currently, what type of property is the subject property?
 Commercial Industrial Residential Multi-Tenant Vacant Land
2. Are there buildings on the subject property?
 Yes No Unknown (if **yes**, indicate number and construction type):

3. Will buildings or structures be constructed on the subject property in the future?
 Yes No Unknown (if **yes**, indicate number and construction type)

4. If buildings exist or are proposed, do/will they have elevators?
 Yes No Unknown
5. What type of below-grade level exists or is proposed?
 Full/Partial Basement Crawl Space Parking Garage Multi-Level
 None/Unknown (if **none/unknown**, skip to question 11)
6. Is there ventilation currently/proposed in the below-grade level?
 Yes No Unknown
7. Are there sump pumps, floor drains or trenches existing or proposed in the below-grade level?
 Yes No Unknown
8. Is there a radon or methane mitigation system installed or proposed?
 Yes No Unknown (If **yes**, please indicate if passive or active): _____
9. What type of heating system exists or is proposed in the building? (check all that apply)
 Hot Air Circulation Hot Air Radiation Hot Water Radiation
 Hot Water Circulation Fireplace Radiant Floor Heat Fuel Oil Furnace
 Electric Baseboard Heat Pump Wood Stove Steam Radiation
 Coal Furnace Kerosene Heater Used Oil Heater Natural Gas Furnace
 Other
10. How are the utility systems fueled/powered or proposed to be fueled/powered?
(check all that apply)
 Natural Gas Propane Kerosene Coal Wood Electricity
 Fuel Oil Solar Wind Other
11. Have there ever been any environmental problems at the subject property?
 Yes No Unknown (if **yes**, please describe)

Does/will a gas station or dry cleaner operate anywhere on the subject property?

Yes No Unknown

13. Do/will any of the tenants use hazardous chemicals in relatively large quantities on the subject property?

Yes No Unknown

14. Have any tenants ever complained about odors in the building or experienced health-related problems that may have been associated with the building?

Yes No Unknown

15. Are the current or proposed operations on the subject property going to require/require special OSHA or EPA permitting?

Yes No Unknown

16. Are there any existing or proposed underground or aboveground storage tanks (ASTs/USTs) on the subject property?

Yes No Unknown (if **yes**, please describe)

17. Are there sensitive receptors (for example: children, elderly, people in poor health, and so forth) that occupy or will occupy the subject property?

Yes No Unknown

Further Explain any Answers Requiring Clarification: _____

Helpful Documents Checklist

Pursuant to ASTM E 1527 §10.8, do you know whether any of the following documents exist related to the subject property, and if so, whether copies will be provided to PSI for review? If so, please submit such documentation to PSI as soon as practical. Please check all that apply.

- Environmental site assessment reports (for example: Phase I/II ESAs or RBCA reports)
- Environmental compliance audit reports; or risk assessments
- Environmental permits or hazardous waste generation notices or reports
- Registrations for above or underground storage tanks, or underground injection systems
- Safety data sheets (formerly known as Material Safety Data Sheets or MSDSs)
- Community right-to-know plans; safety plans; preparedness and prevention plans; spill prevention, countermeasure and control (SPCC) plans; etc.
- Notices or other correspondence from any governmental agency relating to past or current violations of environmental laws with respect to the property or relating to environmental liens on the property
- Geotechnical studies; or reports regarding hydrogeologic conditions on the property or vicinity
- Recorded activity and land use limitations (AULs)

Name (Authorized User Representative) Title

Signature Date

CONTACT INFORMATION SHEET

Please provide contact information for the parties below (if known) and return to PSI along with the signed and completed Proposal Authorization & Payment Instructions and User Questionnaire.

PRIMARY USER CONTACT

Name

Address

City/State/Zip

Phone

CURRENT OWNER

Name

Address

City/State/Zip

Phone

CURRENT FACILITY OPERATOR

Name

Address

City/State/Zip

Phone

SECONDARY USER CONTACT (if any)

Name

Address

City/State/Zip

Phone

KEY SITE MANAGER

Name

Address

City/State/Zip

Phone

PAST OWNER OR OPERATOR

Name

Address

City/State/Zip

Phone

OTHER PARTIES LIKELY TO HAVE MATERIAL INFORMATION REGARDING PROPERTY OR VES

Name

Address

City/State/Zip

Phone

Name

Address

City/State/Zip

Phone

GENERAL CONDITIONS

1. **PARTIES AND SCOPE OF WORK:** Professional Service Industries Inc. ("PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific service to be performed by PSI as set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed.
3. **PREVAILING WAGES:** This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. It is agreed that no applicable prevailing wage classification or wage rate has been provided to PSI, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. Client will reimburse, defend, indemnify and hold harmless PSI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.
4. **SCHEDULING OF WORK:** The services set forth in PSI's proposal and Client's acceptance will be accomplished by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruption in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.
5. **ACCESS TO SITE:** Client will arrange and provide such access to the site and work as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment.
6. **CLIENT'S DUTY TO NOTIFY ENGINEER:** Client warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.
7. **RESPONSIBILITY:** PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Client agrees that it shall require subrogation to be waived against PSI and for PSI to be added as an Additional Insured on all policies of insurance, including any policies required of Client's contractors or subcontractors, covering any construction or development activities to be performed on the project site. PSI has no right or duty to stop the contractor's work.
8. **SAMPLE DISPOSAL:** Test specimens will be disposed immediately upon completion of the test. All drilling samples will be disposed sixty (60) days after submission of PSI's report.
9. **PAYMENT:** The quantities and fees provided in this proposal are PSI's estimate based on information provided by Client and PSI's experience on similar projects. The actual total amount due to PSI shall be based on the actual final quantities provided by PSI at the unit rates provided herein. Where Client directs or requests additional work beyond the contract price it will be deemed a change order and performance will be paid according to the fee schedule. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after thirty (30) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.
10. **ALLOCATION OF RISK: CLIENT AGREES THAT PSI'S SERVICES WILL NOT SUBJECT PSI'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST PSI. STATEMENTS MADE IN PSI REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT. SHOULD PSI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$250,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED ON THE PROJECT, WHICHEVER AMOUNT IS GREATER. IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$250,000.00 OR THE AMOUNT OF PSI'S FEE PAID TO PSI FOR ITS WORK ON THE PROJECT, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 4% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT. NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI, ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF SUCH CLAIM. NEITHER PARTY SHALL BE LIABLE TO THE OTHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND BREACH OF STATUTORY DUTY) OR OTHERWISE FOR LOSS OF PROFIT (WHETHER DIRECT OR INDIRECT) OR FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, REVENUE, BUSINESS, OR ANTICIPATED SAVINGS EVEN WHEN ADVISED OF THEIR POSSIBILITY.**
11. **INDEMNITY:** Subject to the above limitations, PSI agrees not to defend but to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs to the extent arising out of PSI's negligence as finally determined by a court of law. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the Client and the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.
12. **TERMINATION:** This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses.
13. **EMPLOYEES/WITNESS FEES:** PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. For a period of one year after the completion of any work performed under this agreement, Client agrees not to solicit, recruit, or hire any PSI employee or person who has been employed by PSI within the previous twelve months. In the event Client desires to hire such an individual, Client agrees that it shall seek the written consent of PSI, and shall pay PSI an amount equal to one-half of the employee's annualized salary, without PSI waiving other remedies it may have.
14. **FIDUCIARY:** PSI is not a financial advisor, does not provide financial advice or analysis of any kind, and nothing in our reports can create a fiduciary relationship between PSI and any other party.
15. **CHOICE OF LAW AND EXCLUSIVE VENUE:** All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance with the laws of Illinois. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be either the Circuit Court in DuPage County, Illinois, or the Federal Court for the Northern District of Illinois.
16. **PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
17. **ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.