

EXHIBIT A
SCOPE OF WORK
BROOKSVILLE-TAMPA BAY REGIONAL AIRPORT (BKV)
EAST DEVELOPMENT ROADWAY IMPROVEMENTS – CA/RPR

I. PROJECT DESCRIPTION

This project consists of the construction administration, field inspection, and materials testing for the East Development Roadway Improvements project at Brooksville-Tampa Bay Regional Airport.

The proposed project includes several roadway improvements to accommodate additional vehicle and heavy truck traffic anticipated with the East Development:

- Runway Drive – reconstruction and widening
- American Flyer Way – reconstruction and widening
- Rescue Way – reconstruction, widening, and extension (900ft)
- Rail Park Drive – rehabilitation and reconstruction
- Modification of roadway intersections to accommodate widening of roads
- Tree clearing – clear trees and vegetation within roadway right-of-way

The lump sum fee and man-hour requirements are presented in the attached Exhibit B. A project sketch showing the proposed limits of work is attached as Exhibit C.

II. CONSTRUCTION ADMINISTRATION TASKS

A. Kick off Meeting

AVCON shall attend one project kickoff meeting with the Airport and Engineer of Record (EOR) representatives to establish coordination objectives, lines of communication and project procedures.

B. Pre-Construction Conference

Prepare for and conduct one Pre-Construction Conference to ensure that the attendees are aware of the design, construction, and safety requirements of the project and are informed of their individual responsibilities.

C. Pre-Construction Site Visit

Prepare for and conduct one Pre-Construction site visit with Contractor, Owner and RPRs to review staging and access areas, project limits, haul routes, stockpile areas and outline safety and security items.

D. General Construction Administration

Provide general consultation, coordination, and advice to the Airport during the construction phase of the project. Assist the Airport with the preparation and issuance of change orders, recommend construction specification waivers, and advise the Airport as to contractor's performance.

E. RPR Support

Provide general support to the RPR including, but not limited to, providing technical documentation, performing construction contract interpretation, analyzing unusual or unique developments or complications during construction, and communicating and corresponding with the RPR regarding contract administration, project changes, and other construction related matters. CONSULTANT will communicate and coordinate with the contractor, Airport, EOR, and RPR on a regular basis throughout the construction phase of the project in the form of teleconferences, and email.

F. Field Sketches

Prepare field sketches required to resolve actual field conditions encountered.

G. Site Visits

Make periodic site visits in conjunction with regular construction meetings, and as necessary based on ongoing construction activities. Make periodic written reports to advise of any deviation from the contract documents or approved construction schedule.

H. Contractor Submittals

Coordinate receipt, routing and distribution of submittals and test reports. Maintain a submittal log of all contractor submittals recording actions taken by the Engineer of Record. Provide review and responses to contractor submittals.

I. Change Orders

Prepare routine change orders as required; act as interpreter of the terms and conditions of the contract documents and recommend to owner disposition of change orders and render opinion of contractor positions involving disputed demands for payment and/or opinions. All matter regarding design intent to be made solely by the EOR.

J. Design Clarification and Recommendations

Provide design clarification and recommendations to the Airport project representative. Evaluate contractor change and cost proposal and substitutions and claims and recommend disposition to the Airport.

K. Contractor Applications for Payment

Review contractor applications for payment and all supporting information in compliance with Federal and State provisions and law and make recommendation for payment in accordance with the contract documents.

L. Final Inspection

Coordinate and perform with the EOR and the Airports authorized representatives a final inspection to determine construction is in accordance and in compliance with contract requirements. Make recommendation of final payment to the contractor.

M. Warranties and Closeout

Coordinate and assist the Airport in receiving all contractually required closeout documentation such as warranties, manufacturer's data, etc. required of the contractor for submission to the Airport in accordance with the contract documents

N. Record Drawings

Provide one set of red-lined record drawings to the EOR for final record drawing production. All changes incurred during the construction (via change orders, supplemental instructions and sketches) shall be reflected on these documents.

O. Certification

Provide upon project closeout a written statement signed and sealed by the project engineer that the construction was completed in substantial conformance with the contract documents noting any exception made by the EOR or by filed order as approved by the Airport or CA.

III. RESIDENT PROJECT REPRESENTATIVE TASKS

The RPR will in general:

1. Be present every work day to observe the construction activities for conformance with the intent of the design. Provide a qualified construction RPR to observe that the construction is carried out in reasonably close conformity with the contract documents and in accordance with the customary construction practices.
2. Measure, compute, and/or monitor quantities of work performed and quantities of materials in-place for partial and final payments to the contractor. The RPR will prepare and maintain cost estimates and construction quantity estimates for use in preparing monthly payment reimbursement requests and for monitoring the progress of the Contractor's work. The RPR will prepare daily construction progress reports of the construction activities that are observed and will submit the reports to the Engineer for review.

3. Review and approve initial requests for monthly and final payments to the contractor, prior to forwarding to the EOR for further review and approval.
4. Coordinate the construction activity with the Airport and attend construction meetings.
5. Review up-to-date record drawings completed by and received from the Contractor. Maintain a separate set of red-lines for consolidation with the Contractor's red-line annotations of the construction plans and for incorporation into the as-built record drawings.
6. Advise the EOR of any construction problems, RFI's, and any necessary Change Order work, and make suggestions for resolution.
7. Attend the Pre-Construction Conference and final inspection.
8. The RPR will be AVCON's primary contact with the contractor and their subcontractors during the course of construction. The RPR will be available to meet with the representatives of the Airport and other interested parties at the project location. The RPR will coordinate and supervise AVCON's subconsultants and personnel who are performing on-site testing, surveying, or other project related services.
9. The RPR will monitor the construction progress; will coordinate with the Airport, the EOR, and the contractor; will provide construction oversight to ensure that the work is proceeding according to the construction contract documents; and will notify the EOR if problems, disputes, or changes arise during the course of construction.
10. The RPR will oversee the contractor's construction surveying to identify the limits of work, to determine elevations and grades, to locate physical features discovered during the course of construction, and to calculate quantities of materials either removed or utilized on the project. The contractor's construction survey data will be incorporated into the record drawings at the completion of the project. AVCON will provide the RPR with CADD support to plot the results of the construction survey data
11. Attend weekly and scheduled meetings with the contractor and EOR such as the preconstruction conference, weekly progress meetings, contractor safety and phasing meetings, job activity preparatory conferences, and other project related meetings.
12. Act as the Airport's agent at the project site.
13. Conduct on site observations of the work to assist the EOR in determining if the work is in general proceeding in accordance with the Contract Documents. Report any unsatisfactory or non-conforming work that does not meet the contract documents or does not meet the requirements of any inspection, test or approval required.
14. Maintain shop drawings, project correspondence, reports, and all related project documentation (Addenda, Change Orders, Field Orders, Supplemental Agreements, etc.) on site and coordinate on-site meetings and activities between the EOR, consultants, contractor and the Airport.
15. Conduct daily on-site observations; maintain a detailed log book / daily record to include but not limited to; hours on the job site, weather conditions, information relative to the Contractor's questions, on-site visiting officials, decisions and observations with sufficient

detail to reconstruct on-site events documenting contractor operations and data relative job conditions, observations and daily activities.

16. Record and monitor quantities for preparing monthly estimates for progress payments to contractors.
17. Consult with the Owner/EOR and CA in advance of scheduled major tests, inspections or start of important phases of the Work.
18. Record and monitor quantities for reviewing contractor monthly pay applications. Review the contractor's applications for payment request and all attendant contractor and subcontractor certified payroll documentation for compliance, contractor's estimate of work in place along with verification of Contractor updates of Record Drawings, and forward recommendation for payment to the EOR.
19. During the course of the Work, verify that certificates and other data required to be furnished by the Contractor are in accordance with the Contract Documents.
20. Conduct a final inspection and prepare a final punch list of items to be corrected.
21. Monitor contractor on-site operations and site conditions are in compliance contractual safety and health provisions and Airport security requirements.
22. Assist the EOR and Airport with ascertaining factual information and records related to contractor disputes.

IV. SUBCONSULTANTS

The scope and fee for construction phase Quality Assurance materials testing can be found in EXHIBIT C.

V. ADDITIONAL SERVICES

When required by the Airport in circumstances beyond AVCON's control, AVCON shall furnish or obtain from others, as circumstances may require, additional services of various types as needed for proper completion of the project. Any services not specifically listed in this Scope of Work are Additional Services and are not included as part of Basic or Special Services provided under this Scope of Work.

VI. INSPECTION SCHEDULE

Phase	Working Days per week	Phase Duration Per Plans		Total
0	5	90		
1	0	(Concurrent with other phases)		
2A-2C	5	75		
2D	5		14	
2E	5		14	

Phase	Working Days per week	Phase Duration Per Plans								Total
3A-3D	5					79				
4A-4D	5						83			
Final Mrkg								7		
Punch List									30	
Construction Contract Days		90	75	14	14	79	83	7		316
RPR Working Days		5	54	10	10	56	60	5	10	210
Hours Per Day		8	10	10	10	10	10	10	10	
Hours		40	540	100	100	560	600	50	100	2090

CONTRACT No. 18-RG0128/PH - AIRPORT ENGINEERING SERVICES

EXHIBIT "B" TASK FEE QUOTATION PROPOSAL

Doc. ID: 15865 BOCC Approved 6/25/19

PROJECT NAME: Eastside Development Roadway Improvements Construction Services TASK ORDER No.

PROJECT ACTIVITY	QA/QC Manager		Project Manager		Project Engineer		Construction Inspector		Administrative Assistant		Basic Activity \$ AMOUNT	Man Hrs by Activity	Avg Hrly Rate
	\$197.41		\$149.62		\$109.10		\$98.71		\$70.00				
	Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost			
Construction Administration													
Kick off Meeting	0	\$ -	1	\$ 149.62	1	\$ 109.10	0	\$ -	1	\$ 70.00	\$ 328.72	3	\$ 109.57
Pre-Construction Conference	0	\$ -	4	\$ 598.48	4	\$ 436.40	0	\$ -	2	\$ 140.00	\$ 1,174.88	10	\$ 117.49
Pre-Construction Site Visit	0	\$ -	2	\$ 299.24	2	\$ 218.20	0	\$ -	0	\$ -	\$ 517.44	4	\$ 129.36
General Construction Administration	0	\$ -	80	\$ 11,969.60	60	\$ 6,546.00	0	\$ -	24	\$ 1,680.00	\$ 20,195.60	164	\$ 123.14
RPR Support	0	\$ -	20	\$ 2,992.40	44	\$ 4,800.40	0	\$ -	0	\$ -	\$ 7,792.80	64	\$ 121.76
Field Sketches	0	\$ -	4	\$ 598.48	16	\$ 1,745.60	0	\$ -	0	\$ -	\$ 2,344.08	20	\$ 117.20
Site Visits (Coincide with progress meetings; 39@6hrs)	0	\$ -	158	\$ 23,639.96	76	\$ 8,291.60	0	\$ -	0	\$ -	\$ 31,931.56	234	\$ 136.46
Contractor Submittals	0	\$ -	4	\$ 598.48	60	\$ 6,546.00	0	\$ -	30	\$ 2,100.00	\$ 9,244.48	94	\$ 98.35
Change Orders	0	\$ -	4	\$ 598.48	20	\$ 2,182.00	0	\$ -	4	\$ 280.00	\$ 3,060.48	28	\$ 109.30
Design Clarification and Recommendations	0	\$ -	4	\$ 598.48	8	\$ 872.80	0	\$ -	4	\$ 280.00	\$ 1,751.28	16	\$ 109.46
Contractor Applications for Payment	0	\$ -	8	\$ 1,196.96	24	\$ 2,618.40	0	\$ -	0	\$ -	\$ 3,815.36	32	\$ 119.23
Final Inspection	0	\$ -	16	\$ 2,393.92	8	\$ 872.80	0	\$ -	2	\$ 140.00	\$ 3,406.72	26	\$ 131.03
Warranties and Closeout	0	\$ -	2	\$ 299.24	8	\$ 872.80	0	\$ -	2	\$ 140.00	\$ 1,312.04	12	\$ 109.34
Record Drawings	0	\$ -	6	\$ 897.72	24	\$ 2,618.40	0	\$ -	4	\$ 280.00	\$ 3,796.12	34	\$ 111.65
Certification	0	\$ -	2	\$ 299.24	0	\$ -	0	\$ -	2	\$ 140.00	\$ 439.24	4	\$ 109.81
Resident Project Representative/Inspection													
Phase 0: Mobilization and Submittals	0	\$ -	0	\$ -	0	\$ -	40	\$ 3,948.40	0	\$ -	\$ 3,948.40	40	\$ 98.71
Phase 1 (Concurrent with Other Phases)	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -	0	\$ -
Phases 2A-2C: Railpark Drive	0	\$ -	0	\$ -	0	\$ -	540	\$ 53,303.40	0	\$ -	\$ 53,303.40	540	\$ 98.71
Phase 2D: Railpark Drive	0	\$ -	0	\$ -	0	\$ -	100	\$ 9,871.00	0	\$ -	\$ 9,871.00	100	\$ 98.71
Phase 2E: Railpark Drive	0	\$ -	0	\$ -	0	\$ -	100	\$ 9,871.00	0	\$ -	\$ 9,871.00	100	\$ 98.71
Phases 3A-3D: American Flyer Way	0	\$ -	0	\$ -	0	\$ -	560	\$ 55,277.60	0	\$ -	\$ 55,277.60	560	\$ 98.71
Phases 4A-4D: Runway Drive	0	\$ -	0	\$ -	0	\$ -	600	\$ 59,226.00	0	\$ -	\$ 59,226.00	600	\$ 98.71
Final Markings	0	\$ -	0	\$ -	0	\$ -	50	\$ 4,935.50	0	\$ -	\$ 4,935.50	50	\$ 98.71

**CONTRACT No. 18-RG0128/PH - AIRPORT ENGINEERING SERVICES
EXHIBIT "B" TASK FEE QUOTATION PROPOSAL
Doc. ID: 15865 BOCC Approved 6/25/19**

PROJECT NAME: Eastside Development Roadway Improvements Construction Services TASK ORDER No. 26

PROJECT ACTIVITY	QA/QC Manager \$197.41		Project Manager \$149.82		Project Engineer \$109.10		Construction Inspector \$98.71		Administrative Assistant \$70.00		Basic Activity \$ AMOUNT	Man Hrs by Activity	Avg Hrly Rate
	Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost			
Punch List	0	\$ -	0	\$ -	0	\$ -	100	\$ 9,871.00	0	\$ -	\$ 9,871.00	100	\$ 98.71
Specific Inspection - Electrical	0	\$ -	0	\$ -	16	\$ 1,745.60	0	\$ -	0	\$ -	\$ 1,745.60	16	\$ 109.10
Specific Inspection - Water/Sewer Utilities	0	\$ -	32	\$ 4,787.84	0	\$ -	0	\$ -	0	\$ -	\$ 4,787.84	32	\$ 149.62

SUB-TOTAL HOURLY COSTS \$ 303,948.14

Out-of-Pocket Expenses (actual cost - not to exceed) \$ 29,998.40

Miscellaneous Expenses (Subconsultant) \$ 48,024.20

NOT TO EXCEED TOTAL LUMP SUM COST \$ 381,970.74

Firm Name: AVCON, Inc. Signature: <u><i>Sandeep Singh</i></u> Sandeep Singh, President (Printed Name and Title) Date: <u>7/26/2023</u>	HERNANDO COUNTY <u><i>Airport Operations</i></u> Department Name <u>8/25/23</u> (Date) <u><i>Steve Miller</i></u> Authorized Signature Steve Miller Airport Manager	Digitally signed by Tonya Parker Rimes Tonya Parker Rimes Rimes Date: 2023.09.27 16:47:55 -0400 <u>Foni Brady</u> Chief Procurement Officer _____ Date
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TASK ORDERS ARE TO INCLUDE: SCOPE OF SERVICE, PROJECT TIME FRAME, FEE QUOTATION PROPOSAL, AND ANY OTHER RELATIVE ATTACHMENTS. TASK ORDERS ARE TO BE SUBMITTED IN ONE (1) SIGNED ORIGINAL COPY WITH A PURCHASE REQUISITION TO THE PURCHASING AND CONTRACTS DEPARTMENT.

CA EXPENSES

PRINTING AND PLOTS

Cost:	# of Sheets Per Set	Conformed Sets	As-Built Record Drawings		Construction Sheets			Construction Total
11X17 Plotting =	172	3	2	=	860	Sheets @	\$ 1.00	\$ 860.00
8.5x11 Copies =	500	3	2	=	2,500	Sheets @	\$ 0.10	\$ 250.00
SUBTOTAL PRINTING AND PLOTS								\$ 1,110.00

OTHER CA EXPENSES

CA Travel Expenses	39	Trips	80 mi round trip @ \$0.445/mi =	\$	35.60	per trip	=	\$ 1,388.40
CA Supplies and Equipment: Radio, Flags, Signs, Magnets	1	Lump Sum					=	\$ 500.00
SUBTOTAL OTHER CA EXPENSES								\$ 1,888.40

SUBTOTAL CA EXPENSES \$ 2,998.40**RPR EXPENSES**

RPR Vehicle	9	Months		@	\$ 1,200.00	per month	=	\$ 10,800.00
Per Diem (\$80 per diem for meals/lodging)	5	Days/wk for	39	weeks @	\$ 80.00	per day	=	\$ 15,600.00
RPR Supplies and Equipment: Radio, Flags, Signs, Magnets, Computer/ Laptop/ tablet, Hardware, Software, Printers, Copier	1	Lump Sum					=	\$ 600.00
SUBTOTAL RPR EXPENSES								\$ 27,000.00

TOTAL OUT OF POCKET EXPENSES \$ 29,998.40



September 21, 2022 (REV 3 07/20/23)

Michael Coppage
Avcon, Inc.
5110 Sunforest Dr., Ste 140
Tampa, FL 33634
(813) 321-5588
mcoppage@avconinc.com

**Ref: BKV Eastside Development Roadway Improvements
Brooksville, FL 34604
Madrid Project Number: 14819.01**

Dear Mr. Coppage:

Madrid Engineering Group, Inc., dba Madrid CPWG, (Madrid) has been requested to provide an estimate for materials testing and inspection services for the above referenced project. Madrid is an established firm with more than 30 years of experience providing innovative and cost-effective engineering solutions to Florida’s engineering and construction community. Some of Madrid’s clients include the Florida Department of Transportation (FDOT), the Southwest Florida Water Management District (SWFWMD), and the Florida Department of Environmental Protection (FDEP). **Madrid is also a Disadvantaged Business Enterprise (DBE) registered with the FDOT in accordance with Florida’s Unified Certification Program.**

Understanding of Project

This project consists of roadway improvements to Rescue Way, Railpark Drive, American Flyer Way, Runway Dr, and Topline Way; as well as some utility and stormwater improvements at the Brooksville-Tampa Bay Regional Airport in Brooksville, FL. Madrid will be required to perform all necessary QA field and laboratory testing and inspections during the proposed construction operations. Based on the information provided and our experience with similar projects, Madrid anticipates providing engineering inspectors as needed for inspection services. Madrid understands that this project may require variable staffing levels throughout the construction process; therefore, it is Madrid’s intention to provide as much flexibility as possible to meet your needs.

Minimum qualifications for the Madrid technician will be CTQP certified for Earthwork Construction and Asphalt Paving as needed. **Rates do not include an overtime premium. Work hours in excess of 45 hrs per week will be charged an overtime premium rate equal to 1.2 times the standard rate.** A minimum of 2 hours per site visit will be required and inspectors will be billed on a portal-to-portal basis. A detailed scope of services including anticipated laboratory testing and man-hour breakdown is included below.

AT THE READY

2030 State Road 60 East, Bartow, FL 33830
P: 863.533.9007

Athletic Complex Design

Commercial Development

Construction Engineering and Inspection (CEI)

Construction Management

Environmental Services and Water Resources

Geotechnical Engineering

Landscape Architecture

Land Development

Materials Testing

Municipal Services

Parks and Recreation

Pavement Management

Planning

Power Services

Roadway Design

Stormwater Services

Sinkhole Services

Structural Engineering

Surveying and Mapping

Transportation Utilities



Scope of Services - Materials Testing and Inspection

The following services and personnel are anticipated (client will only be billed for services rendered):

<u>PROJECT PERSONNEL</u>	QUANTITY	RATE	UNIT	COST
Administrative Assistant	25	\$ 72.00	/HR	\$ 1,800.00
Field Technician	365	\$ 77.93	/HR	\$ 28,444.45
Geotechnical Engineer	15	\$ 155.85	/HR	\$ 2,337.75
Estimate for Field Services				\$ 32,582.20

Madrid Engineering has a fully certified laboratory in Bartow, Florida which will expedite processing of all required laboratory services

LABORATORY TESTING SERVICES

Limerock Bearing Ratio (LBR) FM 5-515	14	\$ 395.00	/EA	\$ 5,530.00
Proctor Standard AASHTO T99 / ASTM D698	4	\$ 138.00	/EA	\$ 552.00
Organic Content Ignition FM 1 T-267	10	\$ 48.00	/EA	\$ 480.00
ParticleSize Analysis AASHTO T88 (No Hydrometer)	10	\$ 79.00	/EA	\$ 790.00
Liquid Limit AASHTO T89	10	\$ 63.00	/EA	\$ 630.00
Plastic Limit & Plasticity Index AASHTO T89/90 / ASTM D4318	10	\$ 69.00	/EA	\$ 690.00
Concrete Cylinder Curing and Breaking (Set of 4) ASTM C39	4	\$ 120.00	/EA	\$ 480.00
Asphalt Gradation & Content FM 1-T030 & FM 5-563	22	\$ 250.00	/EA	\$ 5,500.00
Asphalt Core Density	10	\$ 79.00	/EA	\$ 790.00
Estimate for Laboratory Testing				\$ 15,442.00

TOTAL ESTIMATE \$ 48,024.20

This proposal is valid for 90 days from the date estimated. Project will be billed on a unit rate basis from the specific tasks detailed above. It is noted that Madrid has no control over the contractor’s schedule or productivity. The labor time estimated is based upon our understanding of the work and typical construction practice. No additional work shall be completed without the client’s prior approval. Should any additional work be required, it will be billed at the unit rates listed above. If this proposal meets your approval, please sign in the space provided for Authorization to Proceed or provide a Purchase/Task Order and email a copy to our office. Should you have any questions or comments, please feel free to contact us.

Madrid CPWG

AUTHORIZATION TO PROCEED

Mitchell Bruner for Andy Acosta
Construction Services Manager

Signature Date

2030 State Road 60 East, Bartow, FL 33830
P: 863.533.9007

Madrid CPWG STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform additional services ("Additional Services"), and such Additional Services shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for the performance of any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including in-house duplicating, local mileage, telephone calls, postage, and word processing. Other direct expenses will be billed at 1.15 times cost. Technical use of computers for design, analysis, GIS, and graphics, etc., will be billed at \$25.00 per hour.

(2) **Client's Responsibilities.** In addition to other responsibilities described herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.
- (c) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, zoning or other land use regulations, etc., upon all of which the Consultant may rely.
- (d) Arrange for access to the site and other private or public property as required for the Consultant to provide its services.
- (e) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.
- (g) Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require or the Consultant may reasonably request in furtherance of the project development.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope and timing of the Consultant's services or any defect or noncompliance in any aspect of the project. (i) Bear all costs incident to the responsibilities of the Client.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work timely after receipt of an executed copy of this Agreement and will complete the services in a reasonable time. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Compensation shall be paid to the Consultant in accordance with the following provisions:

- (a) Invoices will be submitted periodically, via regular mail or email, for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services until all amounts due are paid in full.
- (b) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing.
- (c) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the

Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Any authorization or adaptation will entitle the Consultant to further compensation at rates to be agreed upon by the Client and the Consultant. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Only printed copies of documents conveyed by the Consultant may be relied upon. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(6) **Opinions of Cost.** Because the 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, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. If any change occurs in the ownership of the Client, the Consultant shall have the right to immediately terminate this Agreement. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.

(8) **Insurance.** The Consultant carries Workers' Compensation insurance, professional liability insurance, and general liability insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(9) **Standard of Care.** In performing its professional services, the Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or

\$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable to the Client or those claiming by or through the Client for lost profits or consequential damages, for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This Section 10 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant.

(11) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(12) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(13) **Hazardous Substances and Conditions.**

(a) Services related to determinations involving hazardous substances or conditions, as defined by federal or state law, are limited to those tasks expressly stated in the scope of services. In any event, Consultant shall not be a

custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation.

1. The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated. The parties shall decide if Consultant is to proceed with its services and if Consultant is to conduct testing and evaluations, and the parties may enter into further agreements as to the additional scope, fee, and terms for such services.

(14) Construction Phase Services.

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(15) No Third-Party Beneficiaries; Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The

Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(16) Confidentiality. The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(17) Miscellaneous Provisions. This Agreement is to be governed by the law of the State of Florida. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.