
SPECIAL INSPECTIONS PROPOSALS

MARSHALL COUNTY FISCAL COURT NEW MULTI-PURPOSE BUILDING MARSHALL COUNTY, KENTUCKY

COMPANY	PROPOSAL
Associated Engineers, Madisonville	\$ 11,750
BFW Engineering and Testing, Paducah	\$ 19,700
L.E. Gregg Associates, Lexington	No Bid

Note: Prices include a contingency amount of \$2,000.



BACON | FARMER | WORKMAN

ENGINEERING & TESTING, INC.

April 29, 2019

Marshall County Fiscal Court
c/o Steve Martin, RBS Design Group
1101 Main Street
Benton, KY 42025

Re: Marshall County Multi-Purpose Facility
Benton, Kentucky
Materials Testing and Special Inspections Proposal

Dear Mr. Martin:

Bacon Farmer Workman Engineering & Testing, Inc. (BFW) is pleased to provide Marshall County Fiscal Court with a proposal for **Materials Testing and Special Inspections** for the above referenced project. This NTE Fee of **\$19,700** is for an estimated (36) site visits and includes a **\$2,000** contingency allowance to be used on the Owner's behalf and billed hourly. If not used, the contingency allowance will be deducted from the final invoice. This fee is based on rates per our current fee schedule and includes labor, overhead and profit, along with equipment, mileage, project management, and administrative tasks. This proposal includes the following scope of work:

1. (1) site visit for proofroll of existing subgrade for the proposed building pad and drive/parking areas, prior to placement of approved fill material
2. (1) site visit to retrieve proctor sample for fill material per ASTM D698 standards
3. (2) site visits for compaction testing of approved fill material for the building pad subgrade using a Troxler Nuclear Density Gauge
4. (3) site visits for compaction testing of approved fill material and DGA for the drive/parking areas and sidewalks using a Troxler Nuclear Density Gauge
5. (4) site visits for compaction testing of asphalt base and surface for the drive/parking areas using a Troxler Nuclear Density Gauge
6. (6) visits for concrete testing of sidewalks and exterior pads (includes reinforcing steel inspection and concrete sampling)
7. (6) site visits for foundation, stemwall, and pier placements (includes bearing verification, reinforcing steel & anchor bolt inspection, and concrete sampling)

500 South 17th Street
P.O. Box 120
Paducah, KY 42002-0120
phone: (270) 443-1995
fax: (270) 443-1904

1215 Diuguid Drive
Murray, KY 42071
phone: (270) 753-7307
fax: (270) 759-4950

966 Double Bridge Road
Lewisburg, TN 37091
phone: (931) 359-4882

907 Arrow Road, Ste. 2
Champaign, IL 61821
Phone: (217) 530-4283

403 North Court Street
Marion, IL 62959
phone: (618) 993-6700
phone: (618) 997-9190
fax: (618) 993-6717

8. (2) site visits for interior slab-on-grade placements; (1) for 4" slab and (1) one for 6" slab (includes reinforcing steel inspection and concrete sampling)
9. (3) site visits for inspection of two interior masonry walls (includes reinforcing steel inspection and mortar & grout sampling)
10. (1) site visit for pre-installation bolt verification testing for high strength structural bolts using a Skidmore-Wilhelm Tension Measuring Device
11. (3) site visits for inspection of PEMB and canopy (includes post-installation bolt verification, anchor bolt verification, inspection of member placement and location, visual welding inspection, welder documentation, WPS verification, etc.)
12. (4) site visits for inspection of suspended ceiling grid (and related components) along with inspection of Seismic MEP (and related components), per Category "D" requirements
13. Distribution of daily inspection reports and cylinder compressive strength reports

All testing will be conducted in-house with inspectors that are ACI Level 1, Troxler Nuclear Density certified, AWS-CWI, and ASNT Level II. Furthermore, our laboratory is nationally accredited by AASHTO / CCRL R-18 and validated by Army Corp of Engineers.

This proposal does not include fabricator site visits for shop inspections or floor flatness and levelness testing for Interior SOG. BFW can provide these services at our standard rate fee.

This proposal is based on information provided at the time of submittal. Any testing outside of the proposed scope of work will be invoiced hourly at our standard rate fee and will be part of the contingency allowance; except for contractor related issues such as scheduling and re-inspection of work that was previously rejected or incomplete, which will be invoiced to the General Contractor, per the RFP for Special Inspections.

If you agree with the above referenced proposal, please provide a PO# or written notification to our office. Should you need additional information please contact our office at (270) 443-1995.

Sincerely,
Bacon Farmer Workman Engineering & Testing, Inc.

Danny Dowell
Danny Dowell

Authorization to Proceed:

Signature _____

Date _____



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ENGINEERING & TESTING, INC.

Bacon Farmer Workman Engineering & Testing, Inc.
2019 Field Testing Fees
Concrete / Asphalt / Grout / Mortar / Special Inspections
Subsurface Drilling / Sampling

Subsurface Drilling/Sampling Services	
Drilling	
Hollow stem (incl. backfilling/in-situ soil):	
Depths 0-50 ft.	\$11.00 /LF
Depths over 50 ft.	\$13.00 /LF
Mud Rotary	\$19.00 /LF
Rotary Set Up (each location)	\$150.00 /boring
Rock Coring 2" Dia. Core (NQ2-Wireline)	\$35.00 /LF
Rock Coring Set Up (each location)	\$200.00 /boring
Sampling	
Undisturbed (Shelby Tube Samples)	\$75.00 /each
Disturbed (Splitspoon Samples)	\$16.00 /each
Water Hauling On Site	\$150.00 /day
Water Hauling Off Site	\$250.00 /day
Drilling Rig Mobilization	\$3.75 /mile*
Support Truck	\$79.00 /day
Support Truck Mileage	\$1.00 /mile*
Field Documentation (Boring/Core Logs)	\$12.00 /boring
Borehole Backfilling (other than in-situ soil)	\$20.00 /boring

Concrete Field Testing	
Concrete Technician (ACI Level 1)	\$49.00 /hr**
Basic Concrete Testing Included with hourly rate:	
Slump	
Air Content (Pressure Meter)	
Temperature	
Cylinder Molding (not including molds)	
Unit Weight/Yield	\$11.00 /test
Cylinder Molds (6" & 4") - Single Use Plastic	\$2.75 /mold
Flout Flatness/Floor Levelness (FF/FL), \$500 min.	\$0.05 /ft ²
Vapor Emission Test Kits	\$21.00 /each
Concrete Coring (Slab) - with access to elect.	
Includes Equipment, 4" Dia. Bit, \$250 min.	\$15.00 /inch
Generator - for sites without access to electricity	\$53.00 /day
Concrete Moisture Vapor Testing	\$75.00 /hr**
Consumables at cost plus 15%	
Mileage	\$0.60 /mile*

Asphalt Field Testing	
Field Technician	\$49.00 /hr**
Nuclear Density Gauge	\$32.00 /day
Asphalt Coring - with access to electricity	
Includes Equipment, 4" Dia. Bit, \$250 min.	\$15.00 /inch
Generator - for sites without access to electricity	\$53.00 /day
Mileage	\$0.60 /mile*

Fill Density Testing/Bulk Sampling	
Technician (Troxler Trained)	\$49.00 /hr**
Nuclear Density Gauge	\$32.00 /day
Sand Cone	\$12.00 /day
Dynamic Cone Penetrometer & E-Rod	\$12.00 /day
Bulk Sampling (Soil/Aggregate)	\$49.00 /hr**

Grout/Mortar Field Testing	
Technician (ACI Level 1)	\$49.00 /hr**
Basic Grout/Mortar Testing Included in hourly rate:	
Slump	
Flow	
Cylinder/Cube Molding (not including molds)	
Cylinder Molds (4"x8") - Single Use Plastic	\$2.75 /mold
Mileage	\$0.60 /mile*

Special Inspections	
Special Inspections - Seismic Only	\$75.00 /hr**
Reinforcing Steel Inspection	
Foundation/Subgrade Inspection	
Structural Steel Inspection	
Light Gauge Metal Framing Inspection	
Welding (Visual)	
Masonry/Mortar/Grout	
Fireproofing (Thickness/Density/Bond)	
Suspended Ceiling Grid System	
Seismic MEP Inspection	
Fabricator Shop Inspection	
Mileage	\$0.60 /mile*

Non-Destructive Testing (NDT)	
Phased Array Ultrasonic (PAUT)	\$100.00 /hr**
PAUT Equipment and Consumables	\$325.00 /visit/shift
Ultrasonic Testing (UT)	\$85.00 /hr**
UT Equipment and Consumables	\$60.00 /visit/shift
Magnetic Particle (MT)	\$75.00 /hr**
MT Equipment and Consumables	\$60.00 /visit/shift
Liquid Penetrant (PT)	\$75.00 /hr**
PT Equipment and Consumables	\$60.00 /visit/shift
Visual Inspection (VT)	\$75.00 /hr**
Bolt Verification Testing	\$75.00 /hr**
Skidmore-Wilhelm Device	\$60.00 /visit/shift
Structural Steel Inspection	\$75.00 /hr**
Fabricator Shop Inspection	\$75.00 /hr**
Mileage	\$0.60 /mile

*Mileage rate is subject to change base on IRS guidelines

** Standard Rates are for Monday - Friday, 7 am - 4 pm, Overtime rates apply prior to 7 am and after 4 pm, Monday - Friday, along with all time for Saturday (unless other arrangements have been made); Premium overtime rates apply to Sundays and Holidays.

*** Daily Equipment Charge of \$30.00 will be applied to each day's site visit.

Bacon Farmer Workman Engineering & Testing, Inc.

2019 Laboratory Testing Fees

Soil / Aggregate / Concrete / Asphalt

Subsurface Drilling / Sampling

Index, Texture and Density Properties - Soil

Moisture Content (D2216)	\$10.00
Atterberg Limits (D4318), Plasticity Index	\$70.00
Shrinkage Limit (D427)	\$79.00
Specific Gravity (D854)	\$100.00
Particle -Size Analysis (D422, D1140)	
Sieve & Hydrometer (cohesive soils)	\$100.00
Sieve Only - thru No. 200 (granular soils)	\$73.00
200 Wash	\$54.50
Compaction Characteristics	
Standard Proctor - 5 Points (D698)	\$160.00
Modified Proctor - 5 points (D1557)	\$160.00
One Point Verification (D698, D1557)	\$90.00

Identification and Classification - Soil

USCS Classification (D2487)	
Cohesive Soils (incl. D422, D2216, D4318)	\$204.00
Granular Soils (incl. D422, D2216)	\$82.00
Visual Description	
Quick-jar	\$21.00
Shelby Tube - log, moisture, extrusion	\$42.00
Minimum Resistivity (T288)	\$140.00
pH (T289)	\$30.00
Expansion Index of Soils (ASTM D4829)	\$175.00

Structural Properties - Soil

Unconfined Compression (D2166)	\$77.00
One-Dimensional Consolidation (D2435)	
E log p curve, Time-settlement curves	\$370.00
Rebound and Reload - additional	\$158.00
One-Dim. Swell or Settlement Potential (D4546)	
Swell Pressure	\$263.00
Percent Swell	\$263.00
California Bearing Ratio, CBR (D1883)	\$399.00
each additional point	\$105.00
Direct Shear Testing, per 3 pts	
Direct Shear, Drained	\$435.00
Triaxial Testing, per 3 points	
Unconsolidated - Undrained (Q, UU), (D2850)	\$300.00
Consolidated - Undrained (R, CU), (D4767)	\$937.00
Per point	\$320.00
Remolding Specimens, per set of 3	\$158.00

Hydraulic Properties - Soil

Laboratory Hydraulic Conductivity (Permeability)	
Flexible-Wall, cohesive Soils (D5084)	
Undisturbed	\$230.00
Remolded	\$290.00
With Confining Pressure, Additional	\$42.00
Rigid-Wall, Granular Soils (D2434)	\$131.00

Rock

Compressive Strength (D2938)	\$53.00
Splitting Tensile Strength (D3967)	\$79.00
Cut/Prep Core Specimen (D4543), per foot	\$3.00

Concrete & Asphalt Aggregates

Moisture Content (C566)	\$25.00
Bulk Density (Unit Weight) (C29)	\$53.00
Density, Specific Gravity, Absorption	
Coarse Aggregate (C127)	\$79.00
Fine Aggregate (C128)	\$95.00
Particle-Size Analysis (Sieve Only) (C136)	
Coarse Aggregate (6 Sieves)	\$47.00
Fine Aggregate (6 Sieves)	\$47.00
Organic Impurities (C40)	\$47.00
Materials Finer than No. 200 Sieve (Wash) (C117)	\$32.00
Lightweight Particles in Aggregate (C123)	\$131.00
Clay Lumps, Friable Particles in Agg. (C142)	\$63.00
Flat, Elongated Particles (Coarse Agg.) (C4791)	\$150.00
Percentage of Fractured Particles (Coarse) (C5821)	
One-Face	\$53.00
Two-Face	\$74.00

Concrete/Grout/Mortar

Length of Cores - Vernier Method (C174)	\$26.00
Specific Gravity Absorption, Voids (C642)	\$37.00
Compressive Strength	
Cylinders (C39) (flat/smooth top)	\$15.00
Spare Cylinders	\$7.00
Drilled Cores - Trimmed & Tested (C42)	\$40.00
Flexural Strength	
Center Point Load (C293)	\$37.00
Splitting Tensile Strength (C496)	\$47.00
Moisture Content	\$8.00
Cut/Prep Concrete Core Specimen	\$40.00
Cut/Prep Concrete Cylinder Specimen	\$40.00
Supplies	
Plastic Cylinder Molds (6" & 4") (Per Case)	\$56.00
Mix Design	\$473.00

Asphalt

Bulk Specific Gravity (SSD) - (Core)	\$40.00
Thickness Determination (Lab) - (Core)	\$25.00

Other: Rush Charge at 1.5 multiplier



AASHTO Accredited



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ENGINEERING & TESTING, INC.

500 SOUTH 17TH STREET 403 NORTH COURT STREET 1215 DIUGUID DRIVE
PADUCAH, KY 42003 MARION, IL 62969 MURRAY, KY 42071
PHONE - 270.443.1995 PHONE - 618.997.9190 PHONE - 270.753.7307

www.bfwengineers.com

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2019 Professional Services Fee Schedule

Professional Services	Rate
Principal I	\$ 150.00 / hour
Transportation/Civil/Structural	
Landscape Architect	\$ 115.00 / hour
Project Manager/Engineer I	\$ 137.00 / hour
Project Manager/Engineer II	\$ 120.00 / hour
Project Engineer I	\$ 110.00 / hour
Project Engineer II	\$ 95.00 / hour
Staff Engineer	\$ 90.00 / hour
Geologist I	\$ 105.00 / hour
Geologist II	\$ 70.00 / hour
Design Manager	\$ 107.00 / hour
Designer I - Senior	\$ 103.00 / hour
Designer I	\$ 100.00 / hour
Designer II	\$ 85.00 / hour
Drafter I	\$ 60.00 / hour
Drafter II	\$ 55.00 / hour
Inspection	
Project Manager/Engineer	\$ 137.00 / hour
Inspector I/Chief	\$ 105.00 / hour
Inspector II/Senior Resident	\$ 85.00 / hour
Construction Administrator	\$ 95.00 / hour
Technician I (Special Inspections are \$75.00/hour)	\$ 49.00 / hour
Driller	\$ 65.00 / hour
Survey	
Project Manager/Engineer I	\$ 137.00 / hour
Project Manager/Engineer II	\$ 120.00 / hour
Survey - Manager	\$ 105.00 / hour
Survey - Field Lead	\$ 64.00 / hour
Survey - Surveyor	\$ 58.00 / hour
GPS Crew	\$ 140.00 / hour
Survey Crew - 2 Man	\$ 122.00 / hour
Survey Crew - 3 Man	\$ 180.00 / hour
Robotic Crew - 1 Man	\$ 105.00 / hour
Robotic Crew - 2 Man	\$ 163.00 / hour
Construction Staking	\$ 180.00 / hour
LiDar Instrumentation	\$ 4,500.00 / day
LiDar Operator	\$ 95.00 / hour
3D Scanner	\$ 1,250.00 / day
3D Scanner Operator	\$ 64.00 / hour
Other	
Lab Manager	\$ 60.00 / hour
Administration	\$ 105.00 / hour
Litigation Rate	\$ 260.00 / hour
Clerical	\$ 49.00 / hour

2019 Professional Services Fee Schedule (Continued)

Reproduction - Fees	
Full Size Copies - 24" x 36"	\$ 1.00 / sheet
11" x 17" Copies	\$ 0.75 / sheet
Full Size Mylars	\$ 10.00 / sheet
Sepias	\$ 3.00 / each
Color Copies - 24" x 36"	\$ 10.00 / each
Color Copies - 18" x 24"	\$ 8.00 / each
Color Copies - 11" x 17"	\$ 2.00 / each
Color Copies - 8.5" x 11"	\$ 1.00 / each
Xerox Copies	\$ 0.10 / each
Aerial Photographs	\$ 60.00 / each
Scan Sheets	\$ 3.50 / sheet
Miscellaneous	
Lodging	Actual Cost
Photographs	\$ 1.00 / each
Mileage (subject to change based on IRS guidelines)	\$ 0.60 / mile
Meals per diem	\$ 51.00 / day

1. Schedule is effective January 1, 2019 thru December 31, 2019
2. Pre-approved overtime is 1.5 times rate. Sundays and Holidays excluded.



April 29, 2019

Marshall County Fiscal Court
C/O RBS Design Group
Attn: Craig Thomas
723 Harvard Drive
Owensboro, KY 42301

RE: Marshall County Multi-Purpose Building– Special Inspections / Quality Control Proposal

Dear Mr. Thomas:

Associated Engineers, Inc. (AEI) is pleased to propose services for the referenced project in regard to structural special inspections and testing as defined in the Statement of Special Inspections, project drawings, and the project specifications. The requested services are well within those routinely offered by Associated Engineers, Inc.

We propose to perform these services for a fixed fee of ***Nine Thousand Seven Hundred and Fifty Dollars (\$9,750.00)***. Our fee includes all required earthwork, concrete, and structural special inspections reference in the provided plans and specifications. Additionally, included are the inspections on behalf of the owner set forth in the project specifications for facilities outside the building. In addition to the above fee there is a ***Two Thousand Dollar (\$2,000.00)*** contingency allowance to be used on the owner's behalf and billed hourly. The total fee including the contingency allowance is ***Eleven Thousand Seven Hundred and Fifty Dollars (\$11,750.00)***.

All inspection services shall be performed by the staff of AEI with the exception of structural steel and/or welding inspections. These services shall be performed by Kentucky Testing, Inc. under the direction and observation of AEI. Staff resumes are enclosed.

Due to daily scheduling procedures, Associated Engineers, Inc. requests at least a 24-hour notice be provided from the contractor for work required on the job site. Our Standard Terms and Conditions are attached and shall apply. This proposal will serve as our engagement letter. If you accept this proposal, please execute a copy and return it to our office. If you have any questions, please contact me.

Sincerely,
Associated Engineers, Inc.

Justin S. Lamb, P.E.
Director of Engineering Operations

Associated Engineers, Inc. • 2740 North Main Street, Madisonville, Kentucky 42431
Phone: (270) 821-7732 • Fax: (270) 821-7789 • www.associatedengineers.com

Civil • Structural • Mining • Geotechnical • Forensic • Land Surveying • Steel Detailing
Construction Monitoring • Environmental • Drilling • Special Inspections • Laboratory Services

READ AND AGREED TO BY THE UNDERSIGNED this ____ day of _____, 2019.

By: _____

Printed Name: _____

Title: _____

Address: _____

Attachments

Standard Terms and Conditions

1. **Standard of Care**
The standard of care for all professional services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.
2. **Independent Contractor**
All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's services under this Agreement are being performed solely for OWNER's benefit, and no other entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. OWNER agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.
3. **Payments to ENGINEER**
Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER monthly, unless otherwise agreed. Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving 7 days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges.
4. **Insurance**
ENGINEER will maintain insurance coverage for Workers' Compensation, General Liability, and Automobile Liability and will provide certificates of insurance to OWNER upon request.
5. **Indemnification and Allocation of Risk**
 - a. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and consultants in the performance of ENGINEER's services under this Agreement.
 - b. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of OWNER or OWNER's officers, directors, partners, employees, and consultants with respect to this Agreement.
 - c. To the fullest extent permitted by law, ENGINEER's total liability to OWNER and anyone claiming by, through, or under OWNER for any injuries, losses, damages and expenses caused in part by the negligence of ENGINEER and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of OWNER, ENGINEER, and all other negligent entities and individuals.
 - d. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's officers, directors, partners, employees, and consultants from and against injuries, losses, damages and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other disputes resolution costs) caused by, arising out of, or resulting from Hazardous Environmental Condition, provided that (i) any such injuries, losses, damages, and expenses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) nothing in this paragraph B.6.01.B.5.d shall obligate OWNER to indemnify any individual or entity to the extent of that individual or entity's own negligence or willful misconduct.
6. **LIMIT OF LIABILITY**
TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY, IN THE AGGREGATE, OF ENGINEER AND ENGINEER'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND CONSULTANTS, OR ANY OF THEM TO OWNER AND ANYONE CLAIMING BY, THROUGH, OR UNDER OWNER, FOR ANY AND ALL INJURIES, LOSSES, DAMAGES AND EXPENSES, WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO 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 WARRANTY, EXPRESS OR IMPLIED, OF ENGINEER OR ENGINEER'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND CONSULTANTS, OR ANY OF THEM, SHALL NOT EXCEED THE TOTAL AMOUNT OF THE PROJECT FEE OR \$50,000.00, WHICHEVER IS GREATER.
7. **Dispute Resolution**
 - a. OWNER and ENGINEER agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("disputes") to mediation.

- b. If a party alleges a dispute or controversy with the other party arising out of or relating to the performance of services under this Agreement, then either party shall have the right to request mediation within 20 days after the claiming party has provided the other party with written notice describing the dispute and the claiming party's position with reference to the resolution of the dispute.
- c. Except as otherwise agreed, mediation will proceed pursuant to the Construction Industry Mediation Rules of the American Arbitration Association in effect on the Effective Date of the Agreement. A mediator will be appointed within 30 days of receipt of a written request. The mediator will endeavor to complete the mediation within 30 days thereafter.
- d. No performance obligation under or related to this Agreement shall be interrupted or delayed during any mediation proceeding except upon written agreement of both parties.
- e. The mediator shall not be a witness in any legal proceedings related to this Agreement.
- 8. Termination of Contract
Either party may at any time, upon 7 days prior written notice to the other party, terminate this Agreement. Upon such termination, OWNER shall pay to ENGINEER all amounts owing to ENGINEER under this Agreement, for all work performed up to the effective date of termination, plus reasonable termination costs.
- 9. Access
OWNER shall arrange for safe access to and make all provisions for ENGINEER and ENGINEER's Consultants to enter upon public and private property as required for ENGINEER to perform services under this Agreement.
- 10. Hazardous Environmental Conditions
It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a "Hazardous Environmental Condition," i.e. the presence at the site of asbestos, PCBs, petroleum, hazardous waste, or radioactive materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Assignment. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Assignment affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the site is in full compliance with applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the site in connection with ENGINEER's activities under this Agreement.
- 11. Ownership and Reuse of Documents
All documents prepared or furnished by ENGINEER pursuant to this Agreement are instruments of service, and ENGINEER shall retain an ownership and property interest therein. Reuse of any such documents by OWNER shall be at OWNER's sole risk; and OWNER agrees to indemnify, and hold ENGINEER harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by OWNER or by others acting through OWNER.
- 12. Use of Electronic Media
 - a. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
 - b. When transferring documents in electronic media format, ENGINEER makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Assignment.
 - c. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
 - d. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by OWNER.
- 13. Force Majeure
ENGINEER shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond ENGINEER's reasonable control.
- 14. Assignment
Neither party shall assign its rights, interests, or obligations under this Agreement without the express written consent of the other party.
- 15. Binding Effect
This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.
- 16. Severability and Waiver of Provisions
Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. 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.
17. **Survival**
All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.
18. **Headings**
The headings used in this Agreement are for general reference only and do not have special significance.
19. **Controlling Law**
This Agreement is to be governed by the law of the state in which the ENGINEER's principal office is located.
20. **Notices**
Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.