



Department of Public Works
SANTA ROSA COUNTY, FLORIDA

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6075 Old Bagdad Hwy.
626-0191

STEPHEN L. FURMAN P.E.
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Thad Allen
Superintendent
Building Maintenance/Parks
4530 Spikes Way
623-1569

M E M O R A N D U M

TO: Tony Gomillion, County Administrator

FROM: Stephen Furman, Public Works Director

DATE: March 16, 2016

SUBJECT: Library Roof Rehabilitations

RECOMMENDATION

Two quotes were obtained from known professionals and Sam Marshall Architects was the low bidder. Therefore, we recommend moving forward with the approval of Sam Marshall Architects for the design and consultant services on the roof rehabilitation projects for the Milton and Navarre libraries in the amounts of \$7,400 and \$4,800 respectively, based on comparison shopping.

BACKGROUND

The roofs on the Milton Library and the Navarre Library have been identified as needing substantial repairs. Estimates for the repairs were obtained and the funding for the repairs was appropriated into this current year's budget. Due to differences in the configuration of these two roofs, we recommend that a suitable professional be retained to design the needed repairs, and to assist in the preparation of bid documents and construction oversight for these projects. Having the professional involved will help ensure that the appropriate remedies are applied to the structures.



February 22, 2016

Mr. Thad Allen
Santa Rosa County Maintenance Department
4530 Spikes Way
Milton, FL 32570

Re: Milton Library Reroofing

Thad:

We are pleased to provide this fee proposal for re-roofing and other leak related architectural services for the Milton Library. The project will include; Replacement of existing built up roof with a single ply membrane over roof sheathing over the existing plywood roof deck. We will also plan for replacement of any damaged or soft plywood deck. We will design for replacement of eave trim and gutters if needed.

Sam Marshall Architects will undertake field investigation to determine the extent of corrections needed. Construction documents consisting of plans and specifications for permitting and bidding purposes will be produced. We will assist the County with bidding this project and will provide construction administration including review of shop drawings and submittals and jobsite observation.

Our fee for these architectural services will be \$7,400.00

Thank you for the opportunity to provide architectural services to the County and the City of Milton.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Mike Marshall', on a light-colored background.

Mike Marshall
SAM MARSHALL ARCHITECTS



February 22, 2016

Mr. Thad Allen
Santa Rosa County Maintenance Department
4530 Spikes Way
Milton, FL 32570

Re: Navarre Library Reroofing

Thad:

We are pleased to provide this fee proposal for re-roofing and other leak related architectural services for the Navarre Library. The project will include; Replacement of existing gutters and downspouts, replacement of valley metal, reroofing of all of the existing roof with 30 year architectural shingles over peel and stick membrane and removal and replacement of compromised roof sheathing.

Sam Marshall Architects will undertake field investigation to determine the extent of corrections needed. Construction documents consisting of plans and specifications for permitting and bidding purposes will be produced. We will assist the county with bidding and will provide construction administration including review of shop drawings and submittals and jobsite observation.

Our fee for these architectural services will be \$4,800.00

Thank you for the opportunity to provide architectural services to the County and the City of Navarre.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Mike Marshall', on a light-colored background.

Mike Marshall
SAM MARSHALL ARCHITECTS



March 8, 2016

Santa Rosa County Board of County Commissioners
c/o Mr. Thad Allen
Santa Rosa County Building Maintenance Department
4530 Old Bagdad Highway
Milton, Florida

Phone: 850-623-1569
Email: thada@santarasa.fl.gov

RE: Proposal for Roof Replacement Design Services
Milton Library, 5541 Alabama Street, Milton, Florida
Navarre Library, 8484 James M. Harvell Road, Navarre, Florida
Terracon Proposal No. PEA166003

Dear Mr. Allen:

Terracon Consultants, Inc. (Consultant) is pleased to submit our proposal to provide design, bid phase and contract administration services to Santa Rosa County (Client) in association with the roof replacement project for the two locations identified above. We are presenting this proposal to confirm our understanding for this project, to present a fee proposal to provide these services and to obtain written authorization. The following sections outline our understanding of the project and provide a description of the tasks to be performed.

A. PROJECT INFORMATION

The Client has requested consulting services related to the design and construction administration of a new roof system at the two subject projects. This projects will consists of the following:

- Milton Library: Roofing replacement of the approximately 7,500 square feet single-story low slope roof.
- Navarre Library: Roofing replacement of the approximately 9,000 square feet single-story hip roof.

We understand that the Milton Library roof is a modified bitumen roof of approximately 20 years old. The County desires to replace the roof with a single-ply membrane.

We understand that the Navarre Library roof is a shingle roof of about 10 years old. Metal accessory components of the roof are exhibiting evidence of corrosion. The County desires to replace the roof with shingles and replace metal accessories.

We understand that a replacement roof system will be required to meet current Florida Building Code thermal performance requirements; however, the governing authority may allow less R-value. Our design will involve an analysis of structural capacity, wind pressure, thermal performance, fire resistance, slope, and storm water system capacity. This will allow for proper identification of deficiencies and required corrective actions.

Terracon Consultants, Inc. 9900 North Davis Highway. Pensacola, FL 32514
P 850-477-0454 F 850-477-0534 terracon.com

B. SCOPE OF SERVICES

Scope of Services: Design Phase

1. Client-Consultant Review: Consultant and Client will review the scope of work and anticipated schedule and budget requirements related to the project.
2. Initial Field Investigation: Consultant will make an on-site inspection of the facility to determine all existing parameters and impacts on design. Field project managers will visit the site and review the existing as built construction which may include some limited destructive and non-destructive testing, make field measurements, observe interior conditions, and obtain sufficient data to perform a thorough engineering analysis of all design factors. Client will provide access to and make all provisions for Consultant to observe interior conditions and all areas impacted by the project.
3. Analysis: Based on our field investigation findings, Consultant will perform an analysis of aspects of roof replacement design. Those will include:
 - **Roof drainage**: Calculate storm water amount and capacity of existing roof drainage systems in accordance with 2014 Florida Plumbing Code and the most current Sheet Metal and Air Conditioning National Association (SMACNA) standards. Determine best approach for storm drainage.
 - **Slope**: Measure slope of roof decks and determine required roof slope per the 2014 Florida Building Code.
 - **Thermal**: At conditioned spaces, analyze the current Code requirements for thermal performance (R-value) of roof assemblies.
 - **Fire Resistance**: Based on occupancy and construction types, analyze requirements for fire and flame spread resistance of new roof assemblies and membranes.
 - **Structural**: Analyze existing roof deck and framing systems for uplift and dead load capacities and expansion. Determine any remedial measures necessary to meet current Code with respect to uplift pressures and dead load of new roof assemblies. (Note: Code changes have been significant since original building construction.)
 - **Wind Uplift**: Analyze current Code and ASCE 7 criteria for wind uplift pressures and calculate uplift pressures at each roof zone (corner, perimeter, field). Determine method(s) of system attachment. (Note: This is a hurricane-prone area.)
 - **Hazardous Materials Abatement**: Consultant will perform or obtain testing of roof membrane samples to determine asbestos content and required abatement.

Based on the demands of the facility and the operations therein, and in consultation with Client, Consultant will determine the most appropriate roof system(s), storm drainage system, and construction staging and sequencing. A Design Development Report summarizing our engineering analysis and system recommendations will be provided prior to the Construction Document Phase.

4. Preparation of Drawings, Specifications and Contract Documents: Upon approval of the Design Development Report, Consultant will prepare a separate package of drawings and specifications for each project to accomplish the specific design scope of work including removal of existing system, removal of all related membrane and metal flashings; removal of damaged and/or deteriorated decking; installation of new decking (where damaged beyond repair) or repair to deteriorated decking; installation of new insulation system to provide positive slope to drains and required thermal properties, installation of internal roof drains and associated storm drainage as needed, installation of new roof membrane with associated surfacing, new membrane and metal flashings; and installation of other components as necessary to provide a complete 20-year warranty system.

System will be designed for compliance with 2014 Florida Building Codes and the wind uplift requirements of ASCE 7 (applicable edition). Contract documents will be those documents provided to the contractor(s) to bid and construct the project and will include plans, specifications, form of contract, general conditions prepared by Consultant, general conditions provided by Client, (if required); specific bid documents and instructions to bidders, form of proposal and other miscellaneous documents as determined by Consultant to be appropriate.

5. Opinion of Costs: Opinion of costs will be based on our observations during field work and our previous experience in determining replacement or repair costs of building system components. The opinion of costs will be in current dollars and will not consider inflation unless specifically indicated otherwise. The actual costs may vary depending on the contractors used, the quality of the materials used, the extent of the work performed at one time, market conditions, if the materials are purchased individually or under master purchase contracts, site access, and other items. If any of the cost items are considered critical in making decisions, we recommend that professional cost estimators be consulted for those items.

Bidding Phase:

6. Bid Advertising and Invitation: Consultant will, upon request, establish a time, date and place acceptable to Client for receipt of bids from contractors and publish the information in the Project Manual. Consultant will assist in preparation of advertisements, etc. as required to formally bid the project. Direct advertising costs will be borne directly by Client.
7. Pre-bid Conference: Consultant will attend and conduct a Pre-bid Conference with prospective bidding contractors and Client's representative at the facility prior to receipt of bids. Consultant will summarize the scope of work of the project and summarize the bid requirements to the contractors. Consultant will be available to inspect the area of the work with contractors at the time of the Pre-bid Conference and address any questions raised at that time. Consultant will prepare and issue a report of the minutes of the conference and provide copies to all attendees and other interested parties.
8. Receive Bids: Consultant will review bids received by Client, compare them with contract documents, prepare and certify the bid tabulation, and make a recommendation as to the apparent successful bidder.

Construction Administration Phase:

9. Pre-Construction Conference: Consultant will attend and conduct a Pre-Construction Conference with the contractor(s), Client's representative and other appropriate parties at the facility prior to start of work. Consultant will review the scope of work of the project and

summarize the project requirements for the contractor(s). Project schedules, order of work, ground level operations and Client's specific requirements will also be reviewed as necessary. Consultant will prepare and issue a report of the minutes of the conference and provide copies to all attendees and other appropriate parties.

10. Periodic Site Visits: Consultant will conduct periodic site visits during the course of the North Tower project to evaluate contractor's progress and generally review contractor's compliance with plans and specifications. Site visits are anticipated to be performed on a periodic basis during contracted construction period. Site visits performed outside of contracted construction period or due to unacceptable quality of workmanship may be billed as additional work with written consent of the Client.
11. Submittal Review: Consultant will review various documents required for submission during the project, including but not necessarily limited to:
 - a. Payment Requests: Consultant will review monthly Certificates and Applications for Payment submitted by Contractor for general compliance with contract requirements and verify that, to the best of Consultant's knowledge and belief, payment applications accurately represent the quantity of work satisfactorily completed. Once Consultant is satisfied with application, Consultant will certify application and forward to Client for final approval and payment.
 - b. Change Order Requests: Consultant will review requests, if any, by contractor for changes to the contracted scope of work and issue recommendations to Client whether work should be implemented. Consultant will evaluate contractor's request for additional time and money, if any, and make a determination as to appropriateness of request. Consultant will issue appropriate change order documents and acquire signatures from contracted parties. Should change order request require out of scope design, Consultant may request additional compensation.
 - c. Shop Drawings, Certificates of Compliance and Warranties: Consultant will review all shop drawings as may be required by the contract documents for compliance with the plans and specifications and with field conditions. Consultant will review Certificates of Compliance for primary materials specified and submitted by the contractor as verification that the materials meet appropriate standards. Consultant will review warranties, material lists and other submittals for compliance with the contract documents.
12. Pre-Final Inspection: After Contractor certifies, in writing, the project is complete, Consultant will schedule an inspection of the work with Client, Contractor and other appropriate parties. Consultant will conduct inspection and note deficiencies requiring correction. Deficiencies will be summarized in a written punch list type report prepared by Consultant and distributed to Client, Contractor and other appropriate parties.
13. Final Inspection: After Contractor certifies, in writing, all punch list items are complete, Consultant will schedule an inspection of the work with Client, Contractor and other appropriate parties. Consultant will conduct inspection and verify punch list items have been sufficiently corrected. Consultant will issue a written report distributed to Client, Contractor and other appropriate parties summarizing results of the final inspection.

14. Project Close-Out: Consultant will review those documents necessary to close out the project including any required warranties, consents of surety, final payment applications, lien waivers, etc. and forward to Client for Client's permanent records.

Owner/Client Responsibilities

- A. Client will provide all available information pertinent to the project including previous reports, documents and any other data relative to design and construction of the project.
- B. Client will designate in writing a person to act as Client's representative with respect to the work to be performed under this proposal. Such person should have complete authority to transmit instructions, receive information, interpret and define Client's policies and make decisions with respect to matters pertaining to Consultant's services.
- C. Client will bear all costs incurred directly or indirectly pursuant to compliance with this section.

Anticipated Schedule

Based on the above Scope of Services, and our experience with similar projects, we would estimate project duration for each task or phase as follows:

- Field Work and Engineering Analysis.....21 days
- Construction Document Phase -.....28 days
- Bid Document Review and Preparation.....7 days
- Advertising and Bidding.....28 days
- Contract Preparation and Execution.....14 days
- Submittal and Pre-Construction Phase.....21 days
- Construction45 days

This schedule applies to both buildings separately based on the notice to proceed date.

C. COMPENSATION

We propose to perform the described scope of services for the following lump sum fees:

Milton Library

Design Phase: Milton Library (Tasks 1-5):	\$5,500
Bidding Phase: Milton Library (Tasks 6-9):	\$1,500
C/A Phase: Milton Library (Tasks 10-16):	<u>\$2,500</u>
Milton Library Total Fee	\$9,500

Navarre Library

Design Phase: Building (Tasks 1-5):	\$3,500
Bidding Phase: Building (Tasks 6-9)	\$1,500
C/A Phase: Building (Tasks 10-16):	<u>\$2,000</u>
Milton Library Total Fee	\$7,000

It is anticipated that Client will be invoiced monthly for work completed within that time period.

D. APPROVAL

If this Scope of Services meets with your approval, please sign the attached Agreement of Services and return to our office. Terracon Consultants, Inc. will not commence work on this project without a signed agreement.

The terms, conditions, and limitations stated in the Agreement (and sections of this proposal incorporated therein) shall constitute the exclusive terms and conditions and services to be performed for this project. The proposal is valid only if authorized within 90 days from the proposal date.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you have any questions or comments regarding this proposal or require additional services, please do not hesitate to contact the undersigned.

Respectfully,
Terracon Consultants, Inc.



Richard J. Brown
Project Manager

Attachment: Agreement for Services

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Santa Rosa County Board of County Commissioners ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the SRC Library Re-roof project ("Project"), as described in the Project Information section of Consultant's Proposal dated 03/06/2016 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.
- 6. LIMITATION OF LIABILITY.** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single

limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

10. **CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
11. **Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to a failure to request or schedule Consultant's services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods.
14. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
15. **Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
16. **Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
17. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

PURSUANT TO SECTION 558.0035 OF FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE.

Consultant: **Terracon Consultants, Inc.**
By: _____ Date: **3/8/2016**
Name/Title: **Richard J Brown / Office Manager III**
Address: **9900 N Davis Hwy**
Pensacola, FL 32514-8124
Phone: **(850) 477-0454** Fax: **(850) 477-0534**
Email: **rjbrown@terracon.com**

Client: **Santa Rosa County Board of County Commissioners**
By: _____ Date: _____
Name/Title: _____
Address: **6495 Caroline Street, Suite 1**
Milton, FL 32570
Phone: **(850) 983-1948** Fax: _____
Email: **devannc@santarosa.fl.gov**

Reference Number: PEA166003