

**AMENDMENT NO. 2
TO THE PROFESSIONAL ARCHITECTURAL
AND
ENGINEERING (A/E) SERVICES AGREEMENT
BETWEEN THE CITY OF MIAMI BEACH, FLORIDA
AND
COASTAL SYSTEMS INTERNATIONAL, INC.
DATED AUGUST 18, 2017**

**FOR THE PROVISION OF ADDITIONAL PROFESSIONAL ARCHITECTURAL AND
ENGINEERING SERVICES FOR THE MAURICE GIBB MEMORIAL PARK PROJECT
IN THE AMOUNT OF \$428,500.**

THIS Amendment No. 2 to the Agreement is made and entered this ____ day of _____, 2022, by and between the CITY OF MIAMI BEACH, a municipal corporation existing under the laws of the State of Florida (the "City"), having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida 33139, and COASTAL SYSTEMS INTERNATIONAL INC., a Florida Corporation having its principal office at 464 South Dixie Highway, Coral Gables, Florida 33146 (the "Consultant").

RECITALS

WHEREAS, on August 18, 2017, a Professional Services Agreement was executed with Coastal Systems International, Inc., pursuant to the Request for Qualifications (RFQ) No. 2016-138-KB for Architectural and Engineering Design Services, for the renovation of the park, in the amount on \$318,000; and

WHEREAS, several meetings were held with the community, which finalized the design scope to include a fishing pier, a living shoreline with an overlook, shade structures, the replacement of the existing seawall, a dog park and a unique, artistic designed playground; and

WHEREAS, on October 30, 2018, the City approved Amendment No. 1 to the professional services consultant's contract with the Consultant, for the additional services to include the soil remediation into the renovation of the park; add a Fishing Pier, a living shoreline with an overlook, shade structures and a dog park; repair and/or replace the existing seawall; address resiliency initiatives, such as onsite water retention and low voltage LED lighting; and, coordination with the playground design team for the inclusion of the unique, artistic designed playground for a negotiated, not to exceed amount of \$256,388; and

WHEREAS, the permit approval by DERM for the soil remediation requires an environmental consultant be assigned to oversee construction, ensure that all construction activities are in accordance with the approved Soil Management, Dust Control, Air Monitoring and Interim Source Removal plans, and coordinate completion and certification of the work; and

WHEREAS, the permit approval by City of Miami Beach Building Department requires that a licensed engineer be engaged as a special inspector to monitor construction of the seawall and living shoreline, the fishing pier and overlook, the playground equipment and shade structures, to ensure conformance with the approved plans, permits, and the requirements of applicable codes; and

WHEREAS, the time allotted on the project schedule for Substantial Completion of construction has been increased by 270 days; and

WHEREAS, Amendment No. 2 to the professional services consultant's agreement, includes additional environmental consulting services to oversee and coordinate the soil

remediation efforts as required by DERM; and

WHEREAS, Special Inspector services by a licensed Engineer shall be included as required by the Building Department; and

WHEREAS, Construction Administration services shall be required for an additional 270 days allowed for construction, and additional 30 days for project closeout.; and

WHEREAS, Coastal Systems International has submitted a negotiated not to exceed proposal in the amount of \$428,500; and

WHEREAS, the negotiated proposal submitted by the Consultant was reviewed and analyzed by City staff and was found to be fair and reasonable; and

WHEREAS, this Amendment No. 2, in the amount of \$428,500 will revise the total contract to a not to exceed total of \$1,002,888.

NOW, THEREFORE, the parties hereto, and in consideration of the mutual promises, covenants, agreements, terms, and conditions herein contained, and other good and valuable consideration, the respect and adequacy are hereby acknowledged, do agree as follows:

1. ABOVE RECITALS

The above recitals are true and correct and are incorporated as a part of this Amendment No. 2.

2. MODIFICATIONS

(a) The Agreement is amended, as provided herein and in Schedule "A" attached hereto.

(b) In consideration for the services to be performed under this Amendment No. 2, City shall pay Consultant the not-to-exceed amount of \$428,500, as provided in Schedule "B", attached hereto.

3. OTHER PROVISIONS.

All other provisions of the Agreement, as amended, are unchanged and shall remain in full force and effect.

4. RATIFICATION.

The City and Consultant ratify the terms of the Agreement, as amended by this Amendment No. 2.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to be executed in their names by their duly authorized officials as of the date first set forth above.

ATTEST:

CITY OF MIAMI BEACH, FLORIDA

Rafael E. Granado,
City Clerk

Dan Gelber
Mayor

ATTEST:

CONSULTANT:
Coastal Systems International, Inc.

Secretary

President

Print Name

Print Name

SCHEDULE “A” - SCOPE OF SERVICES

CITY OF MIAMI BEACH

MAURICE GIBB MEMORIAL PARK PROJECT

Amendment #A-3 – October 21, 2022

The following is an addendum to the original Scope of Work, Amendment #A-1, and Amendment #A-2 to be provided by the Coastal Systems International, Inc. (Coastal Systems) team for the City of Miami Beach (City) relative to the proposed Maurice Gibb Memorial Park Project (Project). The terms of the Original Contract remain in force. The task numbers are sequential to the original and amendment contract.

CONSULTING SERVICES

PART 16 – CONTAMINATION COORDINATION:

Coastal Systems will coordinate with Gallagher Bassett Technical Services (GBTS) and the City of Miami Beach to oversee the construction and removal of contaminated materials at the Project site. GBTS will ensure that all construction activities are performed in accordance with the Miami-Dade County DERM-approved Soil Management Plan, Dust Control Plan, Air Monitoring Plan, and Interim Source Removal Plan. GBTS will conduct pre-construction sampling of the groundwater, will conduct post-construction monitoring events, and will provide the reports required by the DERM permit conditions.

The scope also includes planning meetings with the City of Miami Beach and the General Contractor to review the environmental requirements for the Project.

Subs: Gallagher Bassett Technical Services (**Appendix B**)

PART 17 – CONSTRUCTION ADMINISTRATION SERVICES:

Part 17(a) – Construction Administration

Coastal Systems will perform the following weekly site visits and bi-weekly meetings in conjunction with the appropriate professional consultants, for the additional 270 days up to a total of 540 days (18 months construction), and project close-out.

After each Site Visit, Coastal Systems, and/or Coastal Systems' sub-consultants, will complete and submit to the City a Site Visit report, which will contain the following information:

- a. Site visit report number;
- b. City, facility name, project title, project number, and location,
- c. Name of contractor/subcontractor;
- d. Start and finish time of site visit and weather conditions; project site administrator sign-in and sign-out;
- e. Personnel on-site, by trade;
- f. Photographic record with captions (digital format); and
- g. Remarks/Actions.

Part 17(b) – Special Inspector Services

Coastal Systems will provide Special Inspector services for the seawall (steel sheet piles, concrete piles, and concrete cap), shade structure foundation (slab and piles), fishing pier, overlook pier, and lookouts (**Appendix A**). Coastal Systems will provide the client with documented Field Inspection Reports (FIR) as required by the City of Miami Beach Building Department. Coastal Systems will prepare and submit a Special Inspector Form to the City. A letter of completion will be produced with a signature and seal from the Engineer of Record (EOR) for submittal to the City.

SCHEDULE "B" SUMMARY OF COSTS FOR CONSULTING SERVICES MAURICE GIBB MEMORIAL PARK PROJECT, MIAMI BEACH, FLORIDA		
DESCRIPTION	TYPE	FEES
Part 16. Contamination Coordination		
Gallagher Bassett Fees	Hourly, NTE	\$138,000.00
Subtotal:		\$138,000.00
Part 17. Construction Administration Services		
a. Construction Administration	Hourly, NTE	\$155,600.00
b. Special Inspector Services	Hourly, NTE	\$124,900.00
Subtotal:		\$280,500.00
Part 18. Design & Construction Administration Allowance	Hourly, NTE	\$9,000.00
Subtotal:		\$9,000.00
SUBTOTAL:		\$427,500.00
Estimated Expenses:		\$1,000
GRAND TOTAL:		\$428,500.00

APPENDIX A

SPECIAL INSPECTOR FIR DOCUMENTATION

FIR documentation will be provided for the following construction milestones:

- Steel sheet pile installation – 84 pairs (approximately 5 weeks)
- Steel sheet pile inspection – 84 pairs (5 site visits)
- Steel sheet pile report – (EOR sign and seal)

- Pile installation – 84 piles: 39 concrete & 45 wood (approximately 2 weeks)
- Pile installation inspection – 84 piles: 39 concrete & 45 wood (2 site visits)
- Pile report – (EOR sign and seal)

- Rebar cage installation – (approximately 9 weeks)
- Rebar cage installation inspection – (9 site visits)
- Rebar cage report – (EOR sign and seal)

- Form work creation – (approximately 9 weeks)
- Form work inspection – (9 site visits)
- Form work report – (EOR sign and seal)

- Concrete pour – (approximately 9 weeks)
- Concrete pour inspection, to include concrete mix, slump test, & concrete plant certification – (9 site visits)
- Concrete pour report – (EOR sign and seal)

- Tie-back/tie-rod rebar cage installation – 31 tie-backs/tie-rods (approximately 5 weeks)
- Tie-back/tie-rod rebar cage inspection – 31 tie-backs/tie-rods (5 site visits)
- Tie-back report – (EOR sign and seal)

- Tie-back/tie-rod dead man formwork and concrete installation – 31 tie-backs/tie-rods (approximately 5 weeks)
- Tie-back/tie-rod dead man formwork and concrete inspection – 31 tie-backs/tie-rods (5 site visits)
- Tie-back/tie-rod dead man formwork and concrete report – (EOR sign and seal)

- Tie-back/tie-rod installation – 31 tie-backs/tie-rods (approximately 11 weeks)
- Tie-back/tie-rod inspection – 31 tie-backs/tie-rods (11 site visits)
- Tie-back/tie-rod report – (EOR sign and seal)

- Overlook joist & stringer installation – (approximately 5 weeks)
- Overlook joist & stringer installation inspection – (5 site visits)
- Overlook joist & stringer report – (EOR sign and seal)

- Overlook Trex decking installation – (approximately 4 weeks)
- Overlook Trex decking installation inspection – (4 site visits)
- Overlook Trex decking report – (EOR sign and seal)

- Overlook Trex railing installation – (approximately 4 weeks)
- Overlook Trex railing installation inspection – (4 site visits)
- Overlook Trex railing report – (EOR sign and seal)

- Fishing pier joist & stringer installation – (approximately 6 weeks)
- Fishing pier joist & stringer installation inspection – (6 site visits)
- Fishing pier joist & stringer report – (EOR sign and seal)

- Fishing pier Trex decking installation – (approximately 6 weeks)
- Fishing pier Trex decking installation inspection – (6 site visits)
- Fishing pier Trex decking report – (EOR sign and seal)

- Fishing pier Trex railing installation – (approximately 6 weeks)
- Fishing pier Trex railing installation inspection – (6 site visits)
- Fishing pier Trex railing report – (EOR sign and seal)

- Lookouts joist & stringer installation – (approximately 2 weeks)
- Lookouts joist & stringer installation inspection – (2 site visits)
- Lookouts joist & stringer report – (EOR sign and seal)

- Lookouts Trex decking installation – (approximately 2 weeks)
- Lookouts Trex decking installation inspection – (2 site visits)
- Lookouts Trex decking report – (EOR sign and seal)

- Lookouts Trex railing installation – (approximately 2 weeks)
- Lookouts Trex railing installation inspection – (2 site visits)
- Lookouts Trex railing report – (EOR sign and seal)

- Playground equipment micropile installation – 56 micropiles (approximately 3 weeks)
- Playground equipment micropile installation inspection – 56 micropiles (3 site visits)
- Playground equipment micropile report – (EOR sign and seal)

- Playground equipment cap rebar & formwork installation – (approximately 3 weeks)
- Playground equipment cap rebar & formwork installation inspection – (3 site visits)
- Playground equipment cap rebar & formwork report – (EOR sign and seal)

- Playground equipment cap concrete installation – (approximately 3 weeks)
- Playground equipment cap concrete installation inspection – (3 site visits)
- Playground equipment cap concrete report – (EOR sign and seal)

- Shade sails pile installation – 16 piles (approximately 3 weeks)
- Shade sails pile installation inspection – 16 piles (3 site visits)
- Shade sails pile report – (EOR sign and seal)

- Shade sails cap rebar & formwork installation – (approximately 3 weeks)
- Shade sails cap rebar & formwork installation inspection – (3 site visits)
- Shade sails cap rebar & formwork report – (EOR sign and seal)

- Shade sails cap concrete installation – (approximately 3 weeks)
- Shade sails cap concrete installation inspection – (3 site visits)
- Shade sails cap concrete report – (EOR sign and seal)

APPENDIX B



TECHNICAL SERVICES

October 18, 2022
Proposal No. 2020-3030

Taylor Scheuermann
Coastal Systems International, Inc.
464 South Dixie Highway
Coral Gables, Florida 33146

**Subject: Environmental Consulting Proposal
Maurice Gibbs Memorial Park, Miami Beach, Miami-Dade County, Florida**

Dear Taylor:

Pursuant to our call on May 20, 2022, Gallagher Bassett Technical Services (GBTS) has prepared this proposal to provide environmental consulting during the park reconstruction project.

Task 1 – Planning Meetings

- GBTS will conduct a kick-off meeting with City of Miami Beach (the City), and a second meeting with the City and the General Contractor to review the environmental requirements for the project. GBTS will provide notification to DERM of the timing for implementation of the field work. Additionally, GBTS has included time to review materials as needed, and if required to meet with DERM.

Task 1 Budget = \$3,500.00

Task 2 – SMP/ISR Oversight

- GBTS will inspect the site weekly to evaluate compliance with the Soil Management Plan (SMP), Dust Control Plan (DCP), and Air Monitoring Plan (AMP), and the Interim Source Removal Plan (ISR). This budget was based on a weekly inspection by the Field Geologist (4 hours per week), and weekly review by Professional Geologist (2 hour per week) for a duration of 18 months of work (approximately 75 weeks), including field vehicle and administrative support.

Task 2 Budget = \$61,000.00

Task 3 – AMP/ISR Reporting Review

- GBTS will review the AMP monitoring results (to be provided by General Contractor) on a weekly basis, and the Monthly Operating Reports (MORs) to be provided by the General Contractor on a monthly basis. This budget was based on a weekly review by Professional Geologist (1 hour per week) for a duration of 18 months of work (approximately 75 weeks), monthly review by the Certified Industrial Hygienist (CIH) and Professional Geologist (1 hour each monthly for 18 months), and administrative support.

- GBTS also will prepare the Interim Source Removal (ISR) summary report following completion of the soil removal by the contractor. Estimated 25 hours for the Professional Geologist, plus administrative and CADD support.

Task 3 Budget = \$24,000.00

Task 4 – Post-ISR Groundwater Monitoring:

- GBTS will conduct the pre-excavation baseline groundwater sampling event using 6 existing monitoring wells.
- GBTS will retain a well drilling contractor to install 6 post-excavation monitoring wells.
- GBTS will conduct the 1-year Post Active Remediation Monitoring (PARM) to evaluate the response of the groundwater quality to the ISR and chemical additive. This will include quarterly monitoring of 6 monitoring wells.
- Additionally field DO will be measured in the wells weekly for the first month and monthly for the first quarter.
- GBTS will prepare the quarterly groundwater PARM reports for DERM.

Task 4 Budget = \$41,500.00

Includes:

\$6,000 for baseline and 4 Quarterly PARMs (each)

\$4,000 for 1st Quarter Weekly/Monthly Screening

\$7,500 for Well Replacement

Task 5 – Engineering Control Certification Report (ECC):

- GBTS will review the pre-cap and post-cap topographic surveys (to be provided by the General Contractor).
- GBTS will review the imported clean fill documentation (to be provided by the General Contractor).
- GBTS will conduct post-cap soil sampling (if needed) to verify that the top 2-foot cap meets the closure requirements for arsenic and BaP.
- GBTS will verify that capping around trees was completed correctly.
- GBTS will prepare the ECC report – signed/sealed by our Professional Engineer.

Task 5 Budget = \$8,000.00

BUDGET SUMMARY

GBTS recommends a budget of **\$138,000.00**, which will be invoiced on a Time and Materials basis, and will include the following anticipated staff, equipment and subcontractors:

- Professional Geologist (Craig Clevenger) @ \$175/hour
- Professional Engineer @ \$175/hour
- Certified Industrial Hygienist @ \$175/hour
- Field Geologist @ \$90/hour
- CADD Draftsperson @ \$65/hour
- Administrative Support @ \$45/hour
- Field Vehicle @ \$100/day
- Sampling Equipment/Personal Protective Equipment @ \$100/day
- Subcontracted Driller for Well Installation @ \$6,000 (6 wells)
- Subcontracted Laboratory for Groundwater Sample Analyses @ \$450/sample (30 samples)

Please do not hesitate to contact us if you have any questions concerning this proposal.

Sincerely,



Craig C. Clevenger, P.G.
Managing Director, Environmental Services
Gallagher Bassett Technical Services

Attached: Terms & Conditions

TERMS & CONDITIONS

STANDARD CLIENT TERMS AND CONDITIONS 2022**1. SCOPE AND PERFORMANCE OF THE WORK**

As used herein, the term "Client" refers to the party signing as such below. Client hereby retains Gallagher Bassett Services, Inc., Technical Services Division ("GBTS") to perform the services described in GBTS's Proposal ("Services"), attached hereto, and GBTS agrees to provide said Services. The terms, conditions, and limitations contained in GBTS's Proposal are incorporated herein by reference in this Agreement. Any additional terms and conditions proposed by Client are objected to and will not be binding upon GBTS unless specifically assented to in writing by GBTS's authorized representative. The Services provided are not of a legal nature, and GBTS shall in no event give, or be required to give, any legal advice or legal representation to Client. This Agreement shall not create any rights or benefits to parties other than Client or GBTS. GBTS will have no authority over decisions or actions affecting project production, scheduling, quality, workmanship, or the correction of hazardous conditions and practices. Such responsibility, including the correction of hazardous conditions and practices will remain with the Client project superintendent, project manager and the appropriate contractor or subcontractor personnel. GBTS shall only have the authority to observe, advise and make recommendations.

2. PAYMENT TERMS

As full consideration for the performance of Services described in Section 1 herein, Client agrees to pay GBTS as set forth in GBTS's Proposal. Any additional services or work required by Client shall be performed on a time-and-materials ("T&M") basis, in accordance with the cost and fee schedule effective at the time of performance of such services or work. **GBTS's current COST AND FEE SCHEDULE is attached hereto and fully incorporated herein.** GBTS agrees to provide the Services as an independent contractor. Nothing in this Agreement shall be deemed to be construed as creating an agency, partnership or joint venture relationship between GBTS and the Client.

3. CHANGE ORDERS

Client and/or GBTS shall have the right to modify the scope of Services, specifications and time requirements set forth in the Proposal, along with an equitable adjustment of the cost and fees for such Services, as deemed appropriate and agreed to by the Parties hereto. Such modification of Services shall be in writing, attached hereto and incorporated by reference ("Change Order"). Any requests

by Client for deviations from the Services specified in the Proposal involving increased time, costs or expenses to GBTS shall be performed only upon execution of a Change Order.

4. BILLING AND PAYMENT

Client recognizes that timely payment of GBTS's invoices is a material part of the consideration GBTS requires to perform the Services. Client will pay GBTS for all satisfactorily rendered Services in accordance with these Terms and Conditions and the fees, rates, charges and reimbursement terms set forth in GBTS's Proposal and/or COST AND FEE SCHEDULE. GBTS shall be permitted to revise its COST AND FEE SCHEDULE no more than once annually. The revised COST AND FEE SCHEDULE shall apply only to Services performed after the effective date. Routine invoices will be submitted by GBTS on a monthly basis and shall be due and payable within thirty (30) calendar days of invoice date.

If Client objects to any portion of an invoice, Client shall notify GBTS within fourteen (14) calendar days from the date of the invoice, identify the cause of the objection, and pay when due the undisputed portion of the invoice. Payment of invoices is in no case subject to unilateral discounting or set-offs by Client. Payment shall not be conditioned on reimbursement or other recovery of funds from any third party, including insurance carriers.

5. STANDARD OF CARE/WARRANTY

While performing the Services under this Agreement, GBTS shall exercise that degree of care and skill ordinarily exercised under similar circumstances by members of the safety, environmental, construction, claims and risk management consulting profession performing the kind of services to be performed hereunder and practicing in the same or similar locality at the same period of time. GBTS will provide its best professional judgement, if required under the Proposal, concerning safety and risk management best practices. Reasonable people may disagree on matters involving professional judgment and, accordingly, a difference of opinion on a question of professional judgment shall not excuse Client from paying for services rendered or result in liability to GBTS. Except for the express promise set forth above, GBTS neither makes, nor offers, nor warrants to Client any express or implied warranties or guarantees with respect to GBTS's Services. Without limiting the foregoing and by way of example only, GBTS expressly makes no representation, guarantee, promise or other warranty that Client will not be issued any violations, citations, stop work orders or other governmental citations, fines or penalties. Client and Client's contractors shall promptly notify GBTS of any actual

or suspected defects in GBTS's Services to help GBTS take corrective measures to cure such defects and/or help minimize the consequences of any such defect. GBTS shall not be liable to Client for any damages without being given a reasonable opportunity to correct the Services.

6. CLIENT RESPONSIBILITIES

In addition to other responsibilities described herein, the Client shall: (i) 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 and all other information reasonably necessary for completion of the Services, prior to the commencement of the Services; (ii) provide prompt, complete disclosure of known or potential hazardous conditions or health and safety risks; (iii) provide to GBTS all previous studies, plans, or other documents pertaining to the project and all new data decisions pertaining thereto within a reasonable time so as not to delay the Services; (v) furnish approvals, consents and permits from governmental authorities and notice to GBTS whenever the Client becomes aware of any development that affects said approvals and consents from other parties as may be necessary for completion of GBTS's Services; (vi) give prompt written notice to GBTS whenever the Client becomes aware of any development that affects the scope and timing of GBTS's Services or any defect or noncompliance in any aspect of the project; and (vii) bear all costs incident to the responsibilities of the Client. GBTS will have the right to reasonably rely upon the accuracy and completeness of all information furnished by the Client.

7. SAFETY

Client shall be obligated to inform GBTS of any applicable site safety procedures and regulations known to Client as well as any special safety concerns or dangerous conditions at the site. GBTS and its employees and/or subcontractors will be obligated to adhere to such procedures and regulations once notice has been given.

Unless specifically provided in the Proposal, GBTS shall not have any responsibility for overall job safety for others at the work site. Work site safety and authority to take corrective action and address dangerous work site conditions and dangerous worker practices shall remain the responsibility of the Client, the construction permit holder, and the trade contractors and subcontractors. If in GBTS's opinion, its field personnel are unable to access required locations or perform required Services in conformance with

applicable safety standards, GBTS may immediately suspend performance until such safety standards can be attained. If within a reasonable time site operations or conditions are not brought into compliance with such safety standards, GBTS may in its discretion terminate its performance in accordance with Section 17, in which event Client shall pay for Services and termination expenses as provided herein.

Unless specifically provided in the Proposal, GBTS has no authority to direct, supervise or control any of the trade contractors and trade contractor workers, including the means and methods employed by such trade contractors and trade contractor workers.

8. INSURANCE

If an owner-controlled insurance program ("OCIP") and/or contractor-controlled insurance program ("CCIP") is implemented on the project, GBTS shall be enrolled and afforded the coverages provided thereunder without any additional cost or expense to GBTS, and without giving credits for the cost of associated insurance program coverages.

GBTS shall procure and maintain, at its own expense, during the term of its engagement with Client, insurance of the following types and amounts or as legally required: commercial general liability, contractors' pollution liability, professional liability (Errors & Omissions) at limits of \$1,000,000 per occurrence/\$2,000,000 in the aggregate; automotive liability insurance with a combined single limit of \$1,000,000; workers' compensation and employer's liability insurance as required by state law (all 50 states). GBTS shall furnish Certificates of Insurance of such coverage to Client upon request and shall promptly notify Client of any impending change in coverage. Additional coverages may be obtained on a project-by-project basis upon request by Client and at the sole cost and expense of Client.

9. INDEMNIFICATION

GBTS shall defend (but only to the extent covered by GBTS's insurance), indemnify and hold harmless Client and its officers, directors, employees, agents, representatives, affiliates and successors from any and all damages, losses and expenses, including, but not limited to reasonable legal expenses and attorneys' fees connected therewith, sustained by Client, its officers, directors, employees, affiliates and successors as a result of any and all claims,

demands, suits, causes of action, proceedings, judgments and liabilities for property damage and/or personal injury ("Claims") resulting from or arising out of GBTS's negligent acts, errors or omissions in the performance of Services under this Agreement.

Client shall indemnify, defend and hold harmless GBTS and its officers, directors employees, affiliates and successors from any and all damages, losses and expenses, including, but not limited to reasonable legal expenses and attorneys' fees connected therewith, sustained by GBTS, its officers, directors, employees, affiliates and successors, as a result of any and all Claims resulting from or arising out of Client's negligent acts, errors or omissions.

To the extent the Services include performance by GBTS of intrusive ground work, Client shall indemnify GBTS from and against any and all Claims, damages, losses and expenses (including reasonable legal expenses and attorneys' fees) resulting from or arising out of damages to subsurface or underground utilities or structures, including but not limited to, gas, telephone, electric, water or sewer utilities whose locations were not designated or identified to GBTS prior to performance of the Services.

In no event shall Client and GBTS and their respective officers, directors, employees, agents, representatives, affiliates and successors be liable to the other or any third party for any special, incidental, consequential, indirect or punitive damages including, without limitation, lost, delayed and/or diminished profits or revenue, loss of data, or interruption of business, whether arising under theory of contract, tort or other theory of liability, including negligence, and the Parties hereby mutually release and waive any and all such claims against the other. A party's liability shall be limited to direct damages. The indemnification obligations and mutual waiver and release herein shall survive termination or completion of this Agreement.

10. LIMITATION OF LIABILITY

Under no circumstances will GBTS be liable to Client for any amount in excess of the total amount of fees paid by Client to GBTS for Services performed under this Agreement, or \$100,000, whichever is greater. The Client may negotiate higher limitation of liability for an additional fee, which is necessary to compensate for greater risk assumed by GBTS. This limitation shall apply to any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees and expert witness'

fees) arising from or related to Services performed under this Agreement from any cause or causes. Client agrees that any claim for damages filed against GBTS, by Client or by any contractor or subcontractor hired directly or indirectly by Client, will be filed solely against GBTS or its successors or assigns, and that no individual shall be held personally liable for damages, in whole or in part.

11. DISPUTE RESOLUTION

If any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall occur, Client and GBTS shall endeavor to reach resolution through good faith direct discussions between representatives of the parties with authority to resolve the matter. If direct discussions do not result in resolution of the matter, the parties shall endeavor in good faith to resolve the matter via mediation. If the parties choose mediation, either party may terminate the mediation at any time after the first session by written notice to the other party and mediator. The cost of the mediation shall be shared equally by the parties. The parties agree that the sole proper venue for the determination of any litigation arising under this Agreement shall be in a court of competent jurisdiction which is located in Cook County, Illinois, and the parties hereby expressly declare that any other venue shall be improper and expressly waive any right to a determination of any such litigation in any other venue, except as allowed in the section entitled "Collection." Each party shall bear its own litigation costs and fees, including expert and attorneys' fees.

12. NOTICE AND PURSUIT OF CLAIMS

Any claims of Client, whether based upon contract, tort, breach of warranty, or otherwise, shall be deemed waived unless written notice of such claim is received in writing by GBTS within one (1) year after Client knew or reasonably should have known of its existence.

13. COLLECTION

Should the Client's account, after payment default hereunder, be referred by GBTS to an attorney or collection agency for collection, then Client shall pay all of GBTS's expenses incurred in such collection efforts including, but not limited to, collection agency fees, court costs and reasonable attorneys' fees. Notwithstanding the above or any other terms provided herein, GBTS may institute proceedings to collect payment in any court of

competent jurisdiction in the United States.

14. USE OF REPORTS/NO THIRD-PARTY RELIANCE

All drafts, reports, forms, statements, certifications, opinions, advice and other documents generated in performance of the Services ("Documents") remain the sole property of GBTS until Client has made full payment therefore to GBTS. Any documents provided by GBTS to Client as part of the Services provided herein are provided for the sole and exclusive use and reliance of Client. Any third-party use of or reliance on the Documents is prohibited. Client shall indemnify, defend and hold harmless GBTS and its officers, directors, employees, agents, representatives, affiliates, successors and assigns from any and all damages, losses or expenses, including but not limited to, reasonable legal expenses and attorneys' fees, liabilities, penalties, and fines sustained by GBTS, its officers, directors, employees, agents, representatives, affiliates, successors and assigns as a result of any and all claims or causes of action with respect to and arising out of any unauthorized third-party use or reliance.

Client shall inform GBTS of any specific third parties or types of third parties that Client believes may ask to rely on GBTS's Documents, and Client shall not under any circumstances permit such reliance except with GBTS's express consent. GBTS may withhold consent if the third party does not agree, in writing, to: (i) be bound by the terms of this Agreement including, without limitation, any provision limiting GBTS's liability hereunder, (ii) use such information only for the purposes contemplated by GBTS in performing its Services, and (iii) be bound by the qualifications and limitations expressed in the opinions, conclusions, certificate, or report produced. Client's payment of GBTS's invoices, as provided for herein, shall not be made contingent upon GBTS's agreement to permit third-party reliance.

15. DISCLOSURE OF INFORMATION

Client shall provide all studies, reports, data and other information in its control which may be relevant to performance of the Services. GBTS shall be entitled to use and rely upon all such information. Client accepts sole responsibility for errors in Services solely resulting from inaccurate or incomplete information supplied to GBTS.

16. CONFIDENTIALITY

In connection with this Agreement, the parties acknowledge that it may be necessary for each of them to provide to the other information that is confidential to the disclosing party ("Confidential Information"). As used herein the term "Confidential Information" shall mean all business, technical or scientific data and information, in any form, not previously known to or generated by the receiving party that is of a confidential or competitively-sensitive nature, or information that is marked "Confidential" by the disclosing party. Without limitation, and by way of example only, Confidential Information shall include software, systems, processes, designs, plans, engineering files, price information, business plans, business methods, financial data, and any other competitively-sensitive information or data belonging to the disclosing party. Each party shall secure and maintain the Confidential Information of the other party in strictest confidence and shall not disclose or make available to others the Confidential Information of the other party without the express written consent, in advance, of that party. Confidential Information shall not include information which: (a) is or becomes a part of the public domain through no act or omission of the receiving party; (b) was in the receiving party's lawful possession prior to the disclosure and had not been obtained by the receiving party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; (d) is independently developed by the receiving party; or (e) is disclosed by operation of law. This provision shall not be interpreted in any way to restrict a party from complying with a legally enforceable order to provide such information or data, provided that notice of such obligation is promptly given, in advance, to the other party. Client agrees that GBTS may use and publish Client's name and a general description of services rendered under the Agreement for purposes of describing GBTS's experience and qualifications to others.

17. NON-SOLICITATION

Without the prior written consent of the employing party, Client and GBTS agree that neither party shall solicit or hire employees of the other during the term of this Agreement or for a period of 6 months after termination of the Agreement.

18. DELAYS

If GBTS's Services are interrupted by circumstances beyond GBTS's control, Client shall compensate GBTS for the labor, equipment, and other costs GBTS incurs in order to maintain continuity of GBTS's project team for Client's benefit during the interruption. Alternatively, and at Client's option, Client shall compensate GBTS for the various costs GBTS incurs for demobilization and subsequent remobilization. GBTS's compensation shall be based upon GBTS's current prevailing COST AND FEE SCHEDULE. Except for the foregoing provision, neither party shall hold the other responsible for damages or performance delays caused by circumstances beyond the control of the other party, and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, such circumstances include, but are not limited to: unusual weather; floods; epidemics; wars; riots; strikes; lockouts or other industrial disturbances; protest demonstrations; unanticipated site conditions; inability (despite reasonable diligence) to supply personnel, equipment, or material to the project; or the action or inaction of government. Should such circumstances transpire, Client and GBTS shall exert a best effort to overcome the resulting difficulties and resume performance of the Services as soon as reasonably possible. Delays within the scope of this provision that cumulatively exceed forty-five (45) calendar days shall, at the option of either party, make this Agreement subject to renegotiation or termination.

19. TERMINATION

Client may terminate this Agreement for convenience without penalty, by providing written notice to GBTS. Client or GBTS may terminate the Agreement for cause. The party initiating termination shall so notify the other party, and termination shall become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which Party effects termination or the cause thereof, Client shall, within thirty (30) calendar days from receipt of GBTS's termination invoice, pay GBTS's fees for Services satisfactorily rendered and costs incurred, in accordance with the COST AND FEE SCHEDULE. Client shall pay GBTS for costs reasonably stemming from termination and post-termination activities including, but not limited to, demobilization, equipment decontamination and/or disposal, and disposal and replacement of contaminated consumables.

20. NOTICE

All notices, requests, demands or claims hereunder shall be in writing. Any notice, request, demand or claim shall be deemed duly given if (and then 2 business days after) it is sent via registered or certified mail, return receipt requested, postage prepaid, and addressed to the designated address of the respective Party. Notice shall be deemed given upon receipt of any notice served personally, via email with receipt of delivery or via express courier with receipt of delivery.

21. SURVIVAL

Obligations arising before the expiration or termination of this Agreement, and all provisions of this Agreement allocating responsibility or liability between Client and GBTS, shall survive the completion of Services described herein and termination of this Agreement.

22. GOVERNING LAW

Unless otherwise provided, the substantive law of the state in which the Services take place will govern the validity of this Agreement, its interpretation and performance, and remedies for contract breach or other claims related to this Agreement.

Any litigation between Client and GBTS arising out of or relating to the Services, this Agreement or the breach thereof, shall be conducted via a bench trial, WITH THE PARTIES EXPRESSLY WAIVING ANY RIGHT THEY MAY HAVE TO A JURY TRIAL.

23. ELECTRONIC SIGNATURES

Each Party agrees that the electronic signatures of the parties, whether digital or encrypted, are intended to authenticate this writing and have the same force and effect as manual signatures. Electronic signature means any electronic symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including, without limitation, Adobe e-signature, DocuSign, E-sign, facsimile, or e-mail electronic signatures.

24. ENTIRE AGREEMENT

This Agreement shall serve as a continuing service agreement which shall apply to all services and work rendered to Client that fall within the general scope of

Services described herein. This Agreement and all exhibits, appendices, and attachments, as well as all terms and conditions incorporated by reference, constitute the entire Agreement between Client and GBTS, by which all prior understandings and negotiations are superseded and replaced. This Agreement and all exhibits, appendices, and attachments may be amended, supplemented, modified or canceled only by a duly executed written instrument by the Parties. Terms and conditions, on the Client's internet site or included with a Purchase Order or other such document issued by Client, shall be null and void and of no legal effect on GBTS unless agreed upon in writing by both Parties.

IN WITNESS WHEREOF, the Parties by their duly authorized representatives have executed this Agreement, which becomes effective on the date signed by Client's authorized officer or representative as shown below.

AGREED TO AND ACCEPTED BY:

Gallagher Bassett Services, Inc.

BY: _____

TITLE: _____

DATE: _____

CLIENT: _____

BY: _____

TITLE: _____

DATE: _____