

INDIAN RIVER COUNTY
DESIGN SERVICES FOR EMERGENCY OPERATIONS CENTER EXPANSION
MASTER PLAN STUDY PHASE
Project Number: IRC-2302
RFQ 2022062

AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN DONADIO AND ASSOCIATES ARCHITECTS, PA, A SPIEZLE GROUP INC. COMPANY AND INDIAN RIVER COUNTY, FLORIDA.

This is an amendment to the existing Professional Services Agreement (AGREEMENT) dated January 17, 2023 between Donadio and Associates Architects, PA, A Spiezle Group Inc. Company (CONSULTANT) and Indian River County (COUNTY). This amendment addresses changes in "Section 3 – Responsibilities of the Consultant" and "Section 5 – Compensation" of the AGREEMENT.

Amendment Description

This Amendment includes the following:

"SECTION 3 – RESPONSIBILITIES OF THE CONSULTANT is being modified to incorporate the following:

Exhibit A:

- Update existing survey to include all features, structures and landscaping (trees).
- Geotechnical subsurface data from soil borings in areas of proposed parking areas and a heavy duty vehicle driveway.

"SECTION 5 – COMPENSATION" is being modified to incorporate the following:

Exhibit A:

- Geotechnical \$1,100
- Survey \$2,500

Total Amendment No. 1

- \$3,600 for total Agreement \$70,100

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK)

The AGREEMENT is hereby amended as specifically set forth herein. All other sections of the AGREEMENT shall remain in full force and effect and are incorporated herein.

This Amendment No. 1 to the AGREEMENT regardless of where executed, shall be governed by and construed by the laws of the State of Florida.

In witness whereof the parties have executed this Amendment No. 1 this _____ day of _____, 2023.

**CONSULTANT:
DONADIO AND ASSOCIATES
ARCHITECTS, PA, A SPIEZLE GROUP
INC. COMPANY**

**BOARD OF COUNTY COMMISSIONERS
OF INDIAN RIVER COUNTY**

By: _____

By: _____

Print Name: _____

Joseph H. Earman, Chairman

Title: _____

BCC Approved Date: _____

**Attest: Jeffrey R. Smith, Clerk of Court
and Comptroller**

By: _____

Deputy Clerk

Approved: _____

John A. Titkanich, Jr., County Administrator

Approved as to form and legal sufficiency: _____

**William K. DeBaal, Deputy County
Attorney**

EXHIBIT A



**DONADIO & ASSOCIATES
ARCHITECTS PA**
A Spiezle Group Inc. Company

April 19, 2023

TO: Indian River County Public Works Department
Attn: Richard B. Szpyrka, P.E., Public Works Director

RE: **Amendment No. 1 to Agreement for Professional Services for Emergency Operations Center Expansion, RFQ No. 2022062 (IRC-2302)**

Dear Mr. Szpyrka:

Attached are copies of Ardamen & Associates, Inc. and Masteller, Moler & Taylor, Inc. proposals for additional Geotechnical and Survey Services.

<u>Geotechnical</u> – Ardamen & Associates Inc. Fee	\$1,100.00
(Proposal attached dated 03/27/2023)	
<u>Survey</u> - Masteller, Moler & Taylor, Inc Fee	\$2,500.00
(Proposal attached dated 03/24/2023)	
Total Fees	\$3,600.00

All other terms and conditions remain per the Agreement for Professional Services for the Emergency Operations Center Expansion.

If you have any questions regarding this Amendment 1, please feel free to contact our Office.

Once this Amendment 1 is approved, please return one copy to authorize commencement of this additional work.

Sincerely,

Anthony J. Donadio AIA, NCARB
Principal



March 27, 2023
Proposal File No. 22-P-5329

Donadio & Associates Architects PA
2001 9th Avenue, Suite 308
Vero Beach, FL 32960

Attention: Mr. Anthony Donadio AIA, NCARB

**Subject: Proposal for Additional Subsurface Exploration
Proposed Pavement Areas
Proposed Indian River County EOC Expansion
Vero Beach, Florida**

Dear Mr. Donadio:

As requested, we are pleased to present the following proposal for conducting additional subsurface exploration and geotechnical engineering evaluation for the subject project. We understand that the project entails the design and construction of a 2-story EOC building expansion, a 1-story warehouse building, a driveway for heavy duty vehicles, and two small, new asphalt paved parking/drive areas. This proposal is only for the proposed heavy duty vehicle driveway and asphalt paved parking/drive areas.

Grading plans are not completed at this time; therefore, we have assumed that no more than 1 to 2 feet of fill will be required to raise the pavement areas to final elevation(s). The following summarizes our proposed scope of work and associated fees for conducting the subject exploration.

FIELD EXPLORATION

The requested field program is as follows:

Description	Number and Type of Borings	Depth Below Ground Surface (feet)
Heavy-Duty Vehicle Driveway	3 Augers	10
Parking and Driving Areas	3 Hand Augers	5

The auger borings will be drilled using either a truck-mounted continuous 4-inch diameter flight auger or a hand-held 3-inch diameter bucket auger. Each sample will be removed from the auger in the field and then examined and visually classified by our crew chief.

Representative portions will be sealed and packaged for transportation to our laboratory for further analysis as required. Water level observations will be made in the boreholes during the drilling operation. Upon completion of drilling, the auger borings will be backfilled with soil cuttings.

LABORATORY TESTING

Routine laboratory visual classification will be performed along with specific classification tests deemed necessary (i.e., percent fines and organic contents). All laboratory tests will be performed in general accordance with applicable ASTM standards.

ENGINEERING ANALYSIS AND REPORT

Engineering analysis of all data obtained will be made to evaluate general subsurface conditions and to develop engineering recommendations to guide site preparation and pavement design. Typical flexible and rigid pavement sections will be provided. We will also provide an estimate of the normal seasonal high groundwater table level at the locations of our borings. For our analysis, we will require specific loading conditions and fill heights.

Our recommendations as discussed above, together with data developed during the exploration, will be submitted in a written report upon conclusion of the study.

COST ESTIMATE

The costs associated with the aforementioned tasks will not exceed **\$1,100.00** without prior approval from the client.

CLOSURE

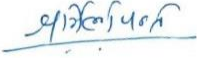
This proposal is subject to the following conditions: (1) access to boring locations is to be readily available to our truck-mounted drilling equipment and field personnel, (2) the proposed number of borings and the boring depths will be adequate, (3) Ardaman & Associates cannot take responsibility for damages to sod, sprinkler systems or underground structures and/or services; their locations are to be provided by the client prior to commencement of the field work, and (4) exploration or evaluation of the environmental (ecological or hazardous/toxic material related) condition of the site and subsurface is not included.

We appreciate the opportunity to submit this proposal and look forward to working with you on this phase of the project. Please sign and return the enclosed Proposal/Project Acceptance and Agreement form as an indication of your acceptance of our proposal terms and authorization to proceed with the work.

Please do not hesitate to contact our office should you have any questions concerning this proposal or whenever we may be of assistance to you.

Best regards,

ARDAMAN & ASSOCIATES, INC.



Sharmila Pant, E.I.
Assistant Project Engineer



Jason P Manning, P.E.
Branch Manager

Attachments: Proposal/Project Acceptance and Agreement
 General Conditions
 Proposed Boring Location Plan



PROPOSAL/PROJECT ACCEPTANCE AND AGREEMENT

PROJECT INFORMATION:

Project Name IRC EOC Expansion - Pavement Areas
Project Location Vero Beach, Florida
Proposal Number and Date 22-P-5329 dated March 27, 2023
Description of Services Additional Subsurface Exploration
Estimated Fee \$1,100.00

PROPERTY OWNER IDENTIFICATION:

Name _____
Property Identification Number _____
Address _____
City/State _____ Zip Code _____ Phone _____
Attention _____ Title _____

SPECIAL INSTRUCTIONS:

PAYMENT TERMS:

Payment shall be due within 30 days after date of each periodic invoice. Interest at the rate of 18% per annum (or the highest rate allowable by law) shall accrue on all amounts not paid within 30 days after date of invoice. All attorney fees and expenses associated with collection of past due invoices will be paid by Client. Failure to timely pay any invoice shall constitute a waiver of any and all claims arising from or related to Ardaman & Associates, Inc.'s ("A&A") services, including but not limited to the services described in this Proposal.

PROPOSAL ACCEPTANCE:

The Terms and Conditions of this Proposal, including the General Conditions appearing on the following pages of this Proposal, are incorporated herein by reference. No terms or conditions other than those contained herein, and no agreement or understanding, oral or written, purporting to modify these Terms and Conditions, whether contained in Client's purchase forms or construction documents or elsewhere, are binding on A&A unless signed by an authorized representative of A&A. In the event Client directs A&A to proceed with its Work

Accepted this _____ day of _____, 2023

(Print or type individual, firm or corporate body name)

(Signature of authorized representative)

(Print or type name of authorized representative and title)

GENERAL CONDITIONS – FLORIDA

Parties And Scope Of Work – A&A shall include said company and any subsidiary or affiliate performing the Work. “Work” means the specific services to be performed by A&A as set forth in A&A’s proposal as well as any additional services requested or accepted by Client. “Client” refers to the person or business entity ordering the Work to be done by A&A. If the Client is ordering the Work on behalf of a third party or intends to provide A&A’s Work to induce a third party’s reliance, Client shall disclose the identity of such third party to A&A in writing before the commencement of A&A’s Work hereunder. In the event Client fails to disclose the identity of such third party prior to commencement of A&A’s Work, A&A will owe no legal duty to such third party unless the third party negotiates and obtains a written reliance letter from A&A. Client agrees that A&A’s professional duties are specifically limited to the Work as set forth in A&A’s proposal. The Client assumes sole responsibility for determining whether the quantity and the nature of the Work ordered by the Client is adequate and sufficient for the Client’s intended purpose. A&A’s Work is for the exclusive use of Client. In no event shall A&A owe any legal duty to any third party (including, but not limited to, assignees, successors in interest and subsequent purchasers) unless those third parties are disclosed by Client in accordance with this paragraph and those third parties accept these General Conditions.

On-Call Services – In the event A&A is retained to perform construction materials testing (“CMT”), including but not limited to proctor and soil density tests, concrete tests, etc., on an On-Call basis such that A&A is not retained to perform continuous observations of construction, Client assumes sole responsibility for determining the type, location and frequency of sampling and testing. In such On-Call testing, A&A’s test results are only representative of conditions at the test location and elevation, and different conditions may exist at other locations and other elevations. Furthermore, in the event Client fails to properly determine the location or frequency of sampling and testing, under no circumstances will A&A assume that duty by performing its CMT services.

Right-of-Entry – Unless otherwise agreed, Client will furnish right-of-entry on the property for A&A to make the planned borings, surveys, and/or explorations. A&A will take reasonable precautions to minimize damage to the property caused by its equipment and sampling procedures, but the cost of restoration or damage which may result from the planned operations is not included in the contracted amount.

Damage to Existing Man-made Objects – It shall be the responsibility of the Client to disclose the presence and accurate location of all hidden or obscure man-made objects relative to field tests, sampling, or boring locations. Client waives any claim against A&A and A&A’s subcontractors arising from any damage to existing man-made objects. In addition, Client shall defend, indemnify and hold A&A and A&A’s subcontractors harmless from any third party claim arising from damage to existing man-made objects. Client’s obligation to indemnify for such third party claims is limited to \$1,000,000 per occurrence which the parties agree bears a reasonable relationship to this Agreement.

Limitation of Liability – A&A shall perform services for Client in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of competent consultants practicing in the same or a similar locality as the project. In the event any portion of the services fails to comply with this obligation and A&A is promptly notified in writing prior to one year after completion of such portion of the services, A&A will re-perform such portion of the services, or if re-performance is impracticable, A&A will refund the amount of compensation paid to A&A for such portion of the services. In no event shall A&A be liable for any special, indirect, incidental, or consequential damages. The remedies set forth herein are exclusive and the total liability of A&A whether in contract, tort (including negligence whether sole or concurrent), or otherwise arising out of, connected with or resulting from any and all services provided by A&A, including but not limited to the Work, shall not exceed the total fees paid by Client or \$50,000.00, whichever is less.

PURSUANT TO §558.0035, FLORIDA STATUTES, A&A’S INDIVIDUAL EMPLOYEES AND/OR AGENTS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THEIR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

Sampling or Testing Location – Unless specifically stated to the contrary, the unit fees included in this proposal do not include costs associated with professional land surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in our report or shown on our sketches are based on specific information furnished to us by others or estimates made in the field by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report.

Sample Handling and Retention – Generally test samples or specimens are consumed and/or substantially altered during the conduct of tests and A&A, at its sole discretion, will dispose (subject to the following) of any remaining residue immediately upon completion of test unless required in writing by the Client to store or otherwise handle the samples. (a) NON HAZARDOUS SAMPLES: At Client’s written request, A&A will maintain preservable test samples and specimens or the residue therefrom for thirty (30) days after submission of A&A’s report to Client free of storage charges. After the initial 30 days and upon written request, A&A will retain test specimens or samples for a mutually acceptable storage charge and period of time. (b) HAZARDOUS OR POTENTIALLY HAZARDOUS SAMPLES: In the event that samples contain substances or constituents hazardous or detrimental to human health, safety or the environment as defined by federal, state or local statutes, regulations, or ordinances (“Hazardous Substances” and “Hazardous Constituents”, respectively), A&A will, after completion of testing and at Client’s expense: (i) return such samples to Client; (ii) using a manifest signed by Client as generator, will have such samples transported to a location selected by Client for final disposal. Client agrees to pay all costs associated with the storage, transport, and disposal of such samples. Client recognizes and agrees that A&A is acting as a bailee and at no time does A&A assume title of said waste.

Discovery of Unanticipated Hazardous Materials – Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. A&A and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. A&A and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for A&A to take immediate measures to protect health and safety. A&A agrees to notify Client as soon as practicable should unanticipated hazardous materials or suspected hazardous materials be encountered. Client encourages A&A to take any and all measures that, in A&A’s professional opinion, are justified to preserve and protect the health and safety of A&A’s personnel and the public. Client agrees to compensate A&A for the additional cost of working to protect employees’ and the public’s health and safety. In addition, Client waives any claim against A&A arising from A&A’s discovery of unanticipated hazardous materials or suspected hazardous materials.

Indemnification – Client agrees to defend, indemnify and save harmless A&A from all claims, including negligence claims, suits, losses, personal injuries, death and property liability resulting from the actions or inactions of Client, Client’s contractors, representatives, agents and employees.

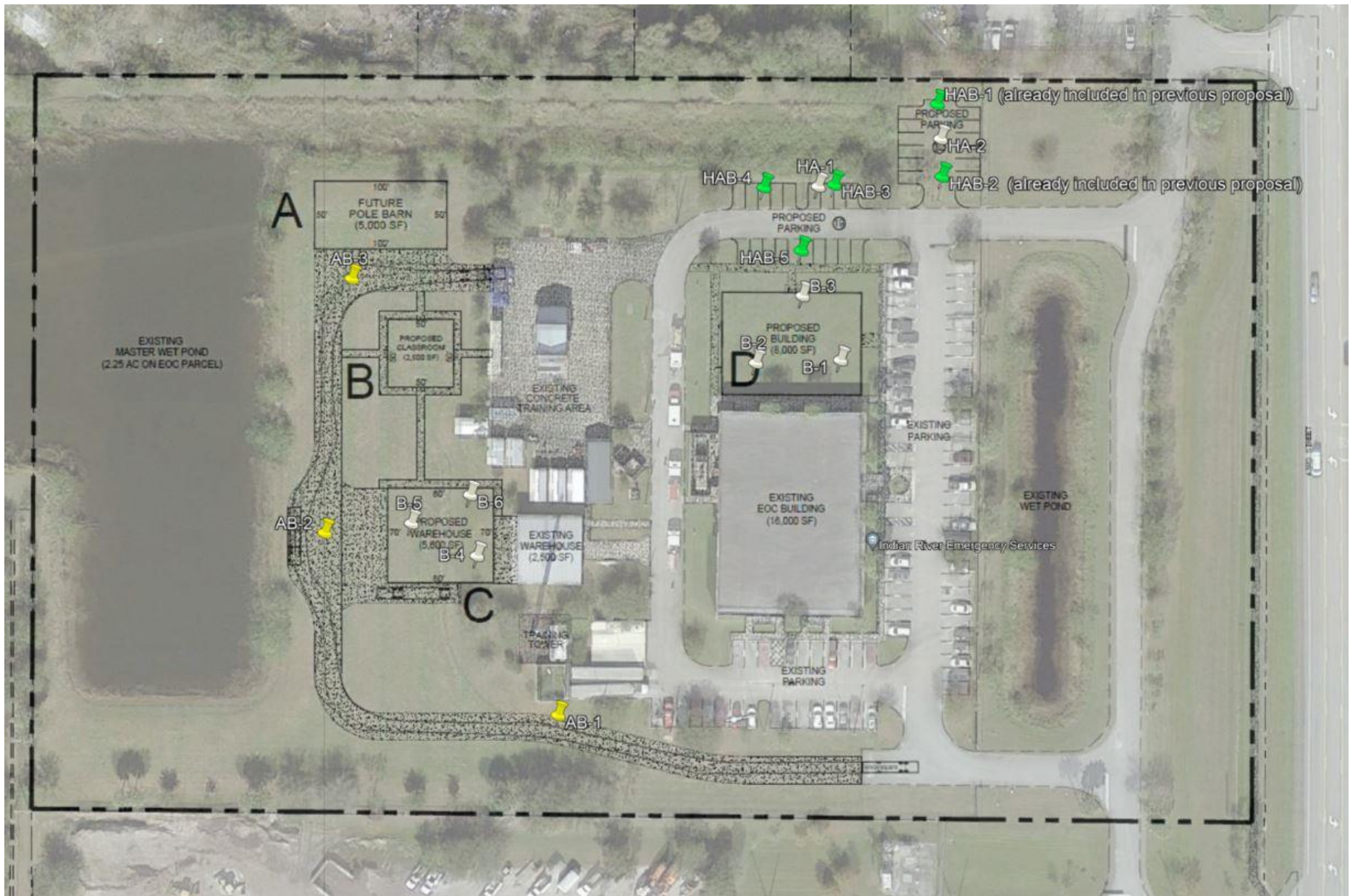
Assignment – Client hereby agrees that this Agreement shall not be assignable by Client without A&A’s written consent.

Legal Jurisdiction – The parties agree that any litigation shall only be brought in a court of competent jurisdiction located in Orlando, Orange County, Florida. All causes of action, including but not limited to actions for indemnification and contribution, arising out of A&A’s Work shall be deemed to have accrued and the applicable statutes of limitation, which are unaltered by this provision, shall commence to run not later than the date of issuance of A&A’s final invoice for the Work. Each of the parties hereto irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this agreement.

Force Majeure – A&A shall not be held responsible for any delay or failure in performance caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, acts of God, act or omission of subcontractors, carrier, clients or other similar causes beyond its control.

Drafting and Severability – This Agreement has been drafted by all Parties hereto and shall not be construed against one Party or in favor of any other Party. In the event that any provision of this Agreement is held invalid, the remainder of this Agreement shall be fully enforceable.

Proposed Boring Location Plan





Masteller, Moler & Taylor, Inc.

1655 27th Street, Suite 2
Vero Beach, Florida 32960
Phone: (772) 564-8050
Fax: (772) 794-0647
e-mail: dt5243@bellsouth.net

AGREEMENT FOR PROFESSIONAL SURVEYING & MAPPING SERVICES

PROJECT: Indian River County EOC Building Addition
CLIENT NAME: Spiezele Group - Tony Donadio
SITE ADDRESS: 4225 43rd Avenue
Vero Beach, FL 32967

PHONE: Work - (772) 794-2929
PHONE: Fax - (772) 562-8600
MAILING ADDRESS: 2001 9th Avenue, Suite 201
Vero Beach, FL 32960

MMT, Inc. is pleased to provide you with this proposal for performance of surveying services in support of engineering design for property located in Indian River County and lying in Section 28-32S-39E and identified as the Indian River County Emergency Operations Center Building Addition project which shall include the following:

Survey Limits:

The Survey limits are as identified as shown on the attached sketch provided by the client. This survey is an update of existing record survey for this property, MMT Project #6035.

Scope of Services:

- 1) Project initiation, including research, preparation of work orders and field crew folders.
- 2) Find, recover and measure field ties into existing survey control. Horizontal datum shall be based upon the Florida State Plane Coordinate System Florida East Zone, NAD 83. Elevations shall be based upon the North American Vertical Datum of 1988 (NAVD 88) with a conversion to the National Geodetic Vertical Datum of 1988 (NAVD 88) provided. Perform bench run and establish two (2) benchmarks within or near the project limits.
- 3) Field locate and obtain elevations of visible improvements within the survey limits, including but not limited to, buildings, utilities, parking, sidewalks, fences, signs etc.
- 4) Obtain location and elevation of all manholes and drainage structures, including inverts.
- 5) Locate and obtain elevations of top of bank, toe of slope and edge of water of existing pond.
- 6) Obtain ground elevations at maximum 25 foot intervals within the Survey limits.
- 7) Field locate and identify all trees, 4" or larger within the Survey limits.
- 8) Prepare Topographic survey in accordance with Standards of Practice for Surveying as set forth by the State of Florida. Provide 5 signed and sealed copies and one CAD file upon completion.

We propose to perform the above described scope of services for a lump sum fee of \$ 2,500.00. We estimate the time of completion to be approximately 4 weeks from the notice to proceed.

I, the undersigned, agree to all the terms of this Agreement and the Standard Conditions of this Contract attached hereto.

Client's Printed Name

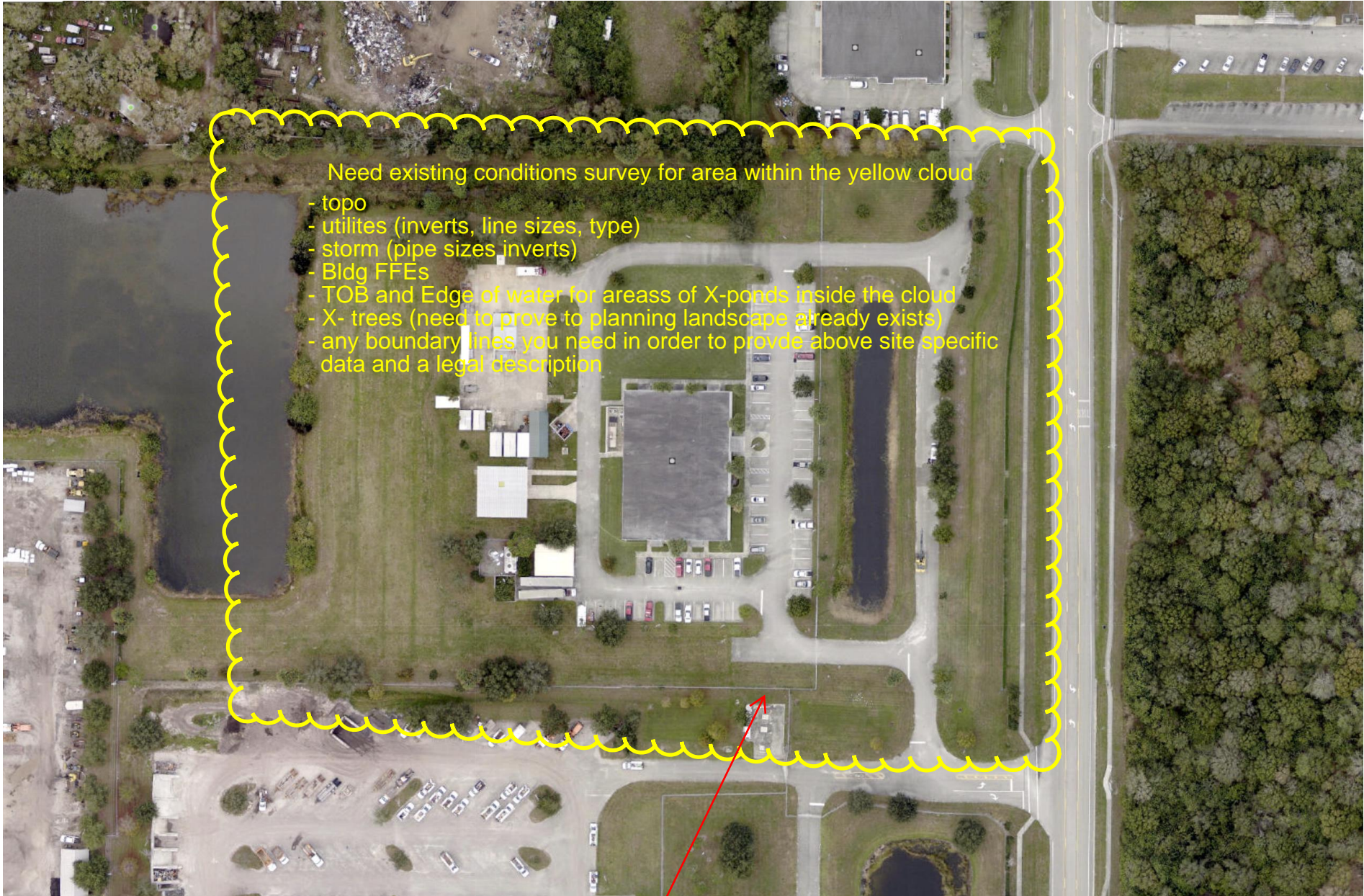
Client's Signature

Date

David Taylor, President

3/24/2023

Date



- Need existing conditions survey for area within the yellow cloud
- topo
 - utilites (inverts, line sizes, type)
 - storm (pipe sizes inverts)
 - Bldg FFEs
 - TOB and Edge of water for areas of X-ponds inside the cloud
 - X- trees (need to prove to planning landscape already exists)
 - any boundary lines you need in order to provide above site specific data and a legal description

Need X-LS invert of pipe coming in



Masteller, Moler & Taylor, Inc.

1655 27th Street, Suite 2

Vero Beach, FL 32960

Phone: 772-564-8050

Fax: 772-794-0647

e-mail: dt5243@bellsouth.net

STANDARD CONDITIONS:

General: These are the complete terms and conditions of this contract. All terms and conditions of the agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Client to the Surveyor.

Definitions: The Client is defined as the addressee(s) and may be referred to as "you". The Surveyor hereafter is defined as Masteller, Moler & Taylor, Inc. who also may be referred to as "I", "me", "it's" or "we". Agency is defined to mean any department or branch of a City or County that oversees or manages activities pertaining to the Surveyor's services.

Permission: The client hereby grants the surveyor permission to enter or drive onto client's premises as necessary to perform their services or duties. Furthermore, the client also grants surveyor permission to clear and/or cut trees, branches, or brush as necessary to perform their survey or set property corners.

Underground Asbuilts: The Client is responsible for assisting the surveyor as necessary to obtain the location and elevation of any underground utilities as necessary. Client shall expose or mark installed underground utilities for location by surveyor. Surveyor is not responsible to excavate to find utilities.

Scheduling: The surveyor makes no guarantee as to field scheduling or time of deliveries. The surveyor is not liable for costs or expenses incurred due to conflicts in scheduling or work backlogs. Further, the surveyor makes no time guarantees, except that surveys, drawings or reports will be performed on first come first served basis. Any scheduling due dates on the front of this contract will be considered target dates only and not be construed as a guarantee. The practice of Land Surveying is not an exact science and is subject to a certain degree of inaccuracy, interpretation of evidence and opinion. The survey is not considered complete until all procedures and calculations used to derive the survey have been reviewed and double-checked by our staff.

Warranty: The Surveyor makes no warranty, either expressed or implied, as to its findings, recommendations, specifications, or professional advice except that they were promulgated after preparation according to generally accepted procedures and practices by or under the direction of a professional surveyor and mapper licensed to practice in the State of Florida.

The boundary corners and lines depicted by this survey will be established per record title information and represent deed lines only. They do not purport to show ownership lines, lines affected by adverse use, lines of conflicting/overlapping deeds, or other lines that may otherwise be determined by a court of law.

Limitation of Liability: Client recognizes and assumes the inherent risks connected with development and construction. For its part, Surveyor will do its best to perform its services to meet the requirements of generally accepted local principles and practices of engineering and land planning. The client agrees to limit Surveyors liability to the client due to Surveyors negligent acts, errors, or omissions, or alleged breach of contract, such that the total aggregate liability to Surveyor shall not exceed \$1,000,000.00. Client further agrees to indemnify Surveyor in an action brought against Surveyor seeking compensation for any personal or bodily injury as a result of services rendered under this contract unless those injuries are caused by the work of the Surveyor.

Payment Provisions: The Client agrees to encumber sufficient funds to be designated solely to pay for the Surveyor's services. The Client will make payment in full within 30 days of initial submittal of the Surveyor's report, plan specifications, etc. to the Client or the primary regulatory agency. The Client will pay, in full, each subsequent invoice within 30 days of the date on the invoice, and pay an additional charge of two percent (2%) of the amount of the invoice per month for any payment received by the Surveyor more than thirty (30) days from the date of the invoice. Additionally, a \$25.00 administrative service fee will be assessed for each monthly Statement of Account issued after the work is completed or suspended by either party. Accounts 45 days past due will be subject to lien, unless other arrangements are made at the time the Agreement is signed. Fees for all Surveyor's time expended and all expenses incurred for liens or collection of any delinquent amount including, but not limited to reasonable attorney fees, witness fees, court costs, charges at current billing rates for time spent by and on behalf of the Surveyor shall be paid by the Client in addition to the delinquent amount. The Client authorizes the Surveyor to charge Client's credit card, as provided to the Surveyor, in the event invoices become past due.

Extra Services: The Client, prior to commencement of additional services will authorize any extra services beyond those that are included in the Scope. The Client will reimburse the Surveyor any extra services monthly

according to the same provisions identified under the preceding paragraph, "Payment Provisions". The Surveyor will be compensated at a rate determined by the Surveyor. Any and all work performed, other than that specifically contracted for within this general contract, shall be billed at the following job classification and rates:

Principal	\$ 150.00/hr.
Professional Surveyor/PSM	\$ 140.00/hr.
Project Manager	\$ 110.00/hr.
Field Crew (2-man)	\$ 135.00/hr.
Field Crew (3-man)	\$ 160.00/hr.
CADD Draftsman/Designer	\$ 90.00/hr.
Administration	\$ 65.00/hr.

Surveyor reserves the right to adjust rates as necessary.

Reimbursable Expenses: The following Reimbursable items shall be charged the cost as described plus the hourly wage to perform such services if significant.

Photo Copies	\$0.50/sq. ft.
Concrete Monuments	\$25.00/per
Mylar	\$25.00/per sheet

Be advised if the amount of copies is significant, there may be additional hourly charges. Professional services required for trial and/or document preparation, expert witness, consultation or meetings will be charged at the rate of \$150.00 per hour. The Surveyor will submit an invoice to the Client based on the actual time and expenses incurred upon completion of the survey or submittal of drawings or reports to the Client or Agency. If additional and subsequent services are requested or needed, they will be billed on a monthly basis for the services performed.

Coordination and Payment of Other Fees and Permits: The Client shall coordinate, be responsible for, and pay for all submittals, reviews, all direct and indirect costs for obtaining permits, etc. unless expressly identified in this agreement as a service to be provided by the Surveyor. Such services and fees excluded from this contract include, but are not limited to: cost of monuments, materials to set monuments (if required), photo Mylars (if required), surveying of critical areas, environmental studies, road design, aerial topography fees, and other fees, title company charges, special blueprints and reproductions, etc.

Overtime Payment Provision: Overtime shall be billed at a rate of 1.5 times the regular time rate. (See Payment Provisions above) Overtime shall be defined as any crew time over 8 hours in a day, including travel time. The Client prior to commencement of services shall authorize overtime.

Sub-Contractors: The costs for services and expenses charged to the Surveyor by other sub-contractors, professional or technical firms that may be engaged in connection with completion of the Scope of services will be billed to the Client at costs, plus fifteen percent (15%) for overhead and handling.

Disputes: This Agreement may be terminated by either party at any time, for any reason, upon ten (10) days written notice, and may be terminated immediately upon written notice in the event of a breach by the other party. Client will be responsible for all costs due to surveyor for work completed up to the date of termination. The Surveyor will not incur any liability for damages due to the delay of the project as a result of stopping performance of services (as provided in the preceding paragraph) due to the failure of the Client to pay for services rendered, nor will the Surveyor be responsible for delays caused by factors beyond the Surveyor's control or by factors that could not reasonably have been foreseen at the time this Agreement was executed. In the event of legal action brought by either party involving this Agreement, including, but not limited to, an action by the Surveyor against the Client for invoice amounts not paid, attorney's fees, court costs, and other related expenses will be paid to the prevailing party by the other party.

Payment in the Event of Termination: In the event this Agreement is terminated, the Surveyor will be compensated for service performed and expenses incurred under this Agreement to the date of termination in accordance with the above provisions. If the Client terminates this Agreement, the Surveyor will also be compensated for all reasonable costs and expenses incurred to assemble and close project files and records.

Frivolous and/or Unfounded Claims: If the Client makes a claim or claims against the Surveyor, at law or otherwise, for any alleged error, omission, or act arising out of the performance of it's professional services, and the Client withdraws or fails to prove such claim, then the Client shall pay for all of the Surveyor's time at professional fee rates and all expenses, including such costs as actual attorney's fees, incurred by the Surveyor in the preparation of response to, and in defense against such claim or claims.

Ownership of Materials: All reports, plans, specifications, estimates, and supporting documentation, including but not limited to: all field data, photographs/videos, calculations, drawings, reports, other data, documentation, and records prepared by the Surveyor are instruments of service and shall remain the property of the Surveyor. The principal documents (plans, specifications, reports, etc.) are copyright protected. Copies may not be reproduced or altered in any way without the express written consent of the Surveyor. The Client agrees that all reports and other services furnished to the Client or assignee will be returned immediately upon demand, if payment for Surveyor's services is delinquent or in dispute. Further, the Client agrees, under such circumstances, that all material furnished by the Surveyor or the Client or assignees thereof will not use copies for any purposes whatsoever. After the conclusion or suspension of the Surveyor's services, the Surveyor will retain all pertinent summaries and reports relating to services performed for the Client on the project for five (5) years following submission of the report, plans, specifications, and/or engineering cost estimate for examples, as applicable. The records will be made available to the Client during that time period. The Surveyor also retains ownership of all materials used to mark property corners and the right to access these materials in the event of any necessary adjustments. Electronic files may be provided for an additional charge, solely as a convenience to the recipient and shall NOT be considered "Drawings of Record" or as "Construction Documents". All documents considered "Drawings of Record" or "Construction Documents" shall be HARD COPY and shall be accompanied by a professional's stamp and signature. Masteller, Moler & Taylor, Inc. does not guarantee the accuracy of the electronic data, due to possible alterations by others. These electronic files shall not be used for purposes beyond the scope of original contract. All said drawings; reports, etc. are for the exclusive use of the contracting party only, and not transferable. Any subsequent parties or property owners are not authorized to use said documents without contracting with Masteller, Moler & Taylor, Inc. for re-certification of the work.

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties irrevocably consent to the jurisdiction and venue of the courts located in Indian River County, Florida with respect to this Agreement or the services provided.

Severability: If any provision herein is determined to be invalid or unenforceable, the validity or enforceability of the other provisions shall not be affected.

END OF STANDARD CONDITIONS