



December 11, 2019

Mr. Steven Wargo
Alachua County Facilities Management
915 SE 5th Street
Gainesville, Florida 32601

Sent via email: swargo@alachuacounty.us

**RE: Proposal to Provide Environmental Consulting Services
Camp McConnell
210 SE 134th Avenue
Micanopy, Florida 32667**

GLE Proposal No. 19-64102P

Dear Mr. Wargo:

GLE Associates, Inc. (GLE) is pleased to submit this proposal to Alachua County Facilities Management, herein referred to as the “Client,” to provide professional consulting services within Camp McConnell, located in Micanopy, Florida. Our services will include an asbestos survey to identify potential asbestos-containing materials and a lead survey to identify lead-containing paint. This proposal outlines our understanding of the project and presents the scope of services along with the cost to perform the work.

UNDERSTANDING

It is our understanding that the surveys are intended to provide information prior to the demolition and/or renovation of the structures located at Camp McConnell. It is further our understanding that the Client has provided a list of 39 structures on the property, however there are also various sheds and covered improvements that will also be included in the survey. As requested by the Client, the surveys will be comprehensive, with the exception of the following materials and their locations.

Materials excluded from the scope of work:

- Lodge – roofing materials and ceramic tile grout
- South Pool Building – ceramic tile grout
- Camp Store – roofing materials
- Manager’s Residence – ceramic tile grout
- Cabins – ceramic tile grout
- Infirmary – ceramic tile grout

GLE further understands that the Client requests destructive sampling of the laminate floor of the “Caretaker’s Home” to identify the extent of the nine-inch by nine-inch flooring in that building.

GLE Associates, Inc.

SCOPE OF SERVICES

Task I: Limited Asbestos Survey

GLE will perform a facility survey for asbestos-containing materials (ACM) at the above-referenced buildings that will generally consist of the following items.

1. Review of previous records, if available
2. Visual observations of friable and non-friable suspect ACM
3. Physical assessments of suspect friable materials
4. Bulk sampling
5. Laboratory analysis
6. Recommendations and Conclusions

The survey will consist of a walk-through of all accessible spaces within the subject site structures. Accessible areas within the structures will be observed for the presence of suspect ACM. After the visual observations are completed, any suspect ACM identified will be sampled and analyzed for asbestos-content. The sampling protocol will be determined in the field by our surveyor based on previous experience and in general accordance with applicable NESHAP and OSHA regulations.

Asbestos bulk samples collected on the project will be analyzed using polarized light microscopy (PLM) and will utilize the “positive stop” protocol. This is the method of analysis that is recommended by the Environmental Protection Agency (EPA). Analysis of samples will be performed by a laboratory accredited by the National Voluntary Laboratory Accreditation Program (NVLAP).

GLE will conduct the sampling in accordance with currently acceptable engineering practices and appropriate care, but the owner should note that some ACM might be hidden behind walls or other building elements. The sampling will consist of the removal of small portions of building components to be analyzed for asbestos content. Due to the various forms of construction/renovation techniques that may have been used, there may be areas of the building that will not be able to be accessed until demolition/renovation activities occur. Therefore, any suspect hidden material found should be assumed to be ACM until tested and/or verified to be non-asbestos containing through laboratory analysis.

After the completion of the field observations and laboratory analysis, GLE will identify the location, quantity and accessibility of the materials sampled and found to contain asbestos, and provide documented bulk test results. GLE will develop recommendations and conclusions for dealing with any ACM determined to be present in the building surveyed. An electronic copy of the report will be provided to the Client.

Roof Sampling

Roofing samples will be collected as part of this project provided that the roofing system can be safely accessed utilizing a 16-foot ladder or an existing roof access hatch. In the event that the subject roof system cannot be safely accessed, the Client should arrange alternative means for GLE to gain access to the subject roof systems. Per current environmental standards, should the roofing system not be sampled, it will be reported as presumed asbestos-containing materials (PACM) until analytical testing determines otherwise. GLE will provide temporary patching at the sample locations, but will assume no responsibility for failure of the patching provided. We recommend that a properly qualified roofing contractor be employed by the Client to provide permanent patching at our sample locations. Additionally, please be advised that sampling of the existing roofing systems may void any existing warranties.

Task II: Lead-Paint Survey

Sampling

GLE will perform a lead paint survey of the painted components of Client-identified materials. Representative paint chip samples will be obtained for lead identification by atomic absorption spectroscopy (AAS). This method of analysis is recommended by the EPA.

Final Report

A lead paint survey report will be generated indicating paint sample locations and analytical results of the survey. The report will satisfy OSHA requirements for lead paint surveys and may be used as the basis for future demolition activities.

COMPENSATION

GLE will perform the services described above for the following fees:

Limited Asbestos and Lead Survey

| | | | |
|--------------------------------|-----------------------|------------------|--------------------|
| Certified Industrial Hygienist | 4 hours | @ \$145.00/hour | \$ 580.00 |
| Asbestos Inspector | 80 hours | @ \$80.00/hour | 6,400.00 |
| PLM Analysis | 400 samples | @ \$15.00/sample | 6,000.00 |
| Lead Chip Analysis | 185 samples | @ \$15.00/sample | 2,775.00 |
| Sample Shipping/Mileage | Lump Sum | | 150.00 |
| Report | Lump Sum | | <u>2,000.00</u> |
| | Total Project: | | \$17,905.00 |

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The survey fee includes up to 400 asbestos and 185 lead samples. The total number of samples have been estimated based upon past experience, but additional samples may be required depending upon the diversity of the building materials. If additional asbestos or lead samples are required, they will be collected and analyzed for \$15.00 per sample, and the cost will be added to the above fee. We will notify you as soon as possible if this situation occurs.

CLOSING

All work will be conducted in accordance with the scope of work outlined and GLE's term environmental engineering contract with the University of Florida (contract #UF-MP17). Please provide us with the appropriate written confirmation of your acceptance of this agreement as soon as possible.


GLE Associates, Inc. appreciates the opportunity to work with you on this project. Should you have any additional questions concerning this matter, please do not hesitate to contact the undersigned.

Sincerely,
GLE Associates, Inc.



Artiom Chacon
Senior Project Manager

AC/PSZ/lr



Paul S. Zak, CIH
North Florida Operations Manager



PROPOSAL ACCEPTANCE SHEET

Project Environmental Consulting Services – Camp McConnell
210 SE 134th Street, Micanopy, Florida, 32667

Cost \$17,905.00 **Proposal No./Date/PM** 19-64102P/December 11, 2019/PSZ

PAYMENT OF SERVICES

Charge Invoice to:

Firm _____
Address _____
_____ **Zip Code** _____

Attention _____ **Title** _____
Telephone _____ **Email** _____

REPORT DISTRIBUTION/CORRESPONDENCE

Two reports will be provided for the cost estimate above; additional reports are charged at \$50.00 each. Reports will be sent to:

Firm _____
Address _____
_____ **Zip Code** _____

Attention _____ **Title** _____
Telephone _____ **Email** _____

SPECIAL INSTRUCTIONS

PROPERTY OWNER IDENTIFICATION

Firm _____
Address _____
_____ **Zip Code** _____

Attention _____ **Title** _____
Telephone _____ **Email** _____

PROPOSAL ACCEPTANCE

The Terms and Conditions of this Proposal, including the terms on this page and the reverse hereof are:

Accepted this _____ **day of** _____, 2019

Print or Type individual, firm or corporate body name

Signature of authorized representative

Print or type name or authorized representative and title

GLE Associates, Inc.

Standard Terms and Conditions

Services to be Provided. GLE Associates, Inc., an independent consultant, agrees to provide Client for its sole benefit and exclusive use consulting services set forth in our Proposal.

Definitions. When used herein, the terms "we", "us", or "our" refer to Consultant and the terms "you", "your", "he", "his", "it" and "its" refer to client.

Right of Entry and Right to Proceed. Client grants a right of entry from time to time to consultant, its agents, staff, consultants, and contractors or subcontractors, for the purpose of performing and with the right to perform all acts, studies and research including without limitation the making of tests and evaluations, pursuant to the agreed services. Client represents that he possesses all necessary permits and licenses required for the continuation of its activities at the site.

Billing and Payment. Unless otherwise indicated in our Proposal, our billings will be based on actual accrued time, test costs, and expenses. Client agrees to pay invoice upon receipt. Should payment not be received within 30 days, the amount due shall bear a service charge of 1-1/2 percent per month or 18 percent per year, and the cost of collection including reasonable attorney's fees, if so collected by law through an attorney. In lieu of the statutory post judgment rate provided by section 55.03, *Florida Statutes*, as amended, the interest rate of 1-1/2 percent per month or 18 percent per year shall also apply post-judgment, as permitted by the aforementioned statute. If 1-1/2 percent per month exceeds the maximum allowed by law, the charge will automatically be reduced to the maximum legally allowed. If Client has any objections to any invoice or part thereof submitted by Consultant, he shall so advise us in writing giving his reasons within 14 days of receipt of such invoice. Client agrees it will not exercise any right of set-off it has under this Agreement, any continuing agreement with Consultant, or any right of set-off provided by law. No deduction shall be made from Consultant's invoice on account of penalty, liquidated damages, or other sums withheld from payments to contractors or others. Payment of the invoice shall constitute final approval as to all aspects of the work performed to date as well as the necessity thereof. If the project is terminated in whole or in part then we shall be paid for services performed prior to our receiving or issuing written notice of such termination, in addition to our reimbursable expenses and any shut down costs incurred. Shut down costs may, at our sole discretion, include completion of analysis and records necessary to document our files and protect our professional reputation.

Damage at Site. We will not be liable for any property damage or bodily injury arising from damage to or interference with structures including without limitation, pipes, tanks, telephone cables, etc., which are not called to our attention in writing and correctly shown on the plans furnished by client in connection with work performed under this Agreement. Client recognizes that the use of test equipment may unavoidably affect, alter, or damage buildings, structures and equipment in, at, or upon the site. Client accepts the fact that this is inherent to our work and will not hold us liable or responsible for any such affect, alteration or damage.

Standard of Care and Warranty. Professional services provided by us will be performed, findings obtained, and recommendations prepared in accordance with generally accepted architecture and engineering principles and practices. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED.

Public Liability. Consultant maintains workers' compensation and employer's liability insurance for our employees as required by state laws. In addition, we maintain comprehensive general liability and auto liability insurance.

A Certificate of insurance can be supplied evidencing such coverage. We will not be liable or responsible for any loss, damage or liability beyond the amounts, limits, coverage, or conditions of such insurance specified above.

Indemnity. Client and GLE agree to hold harmless and indemnify the other, their respective agents, their respective employees, and their respective subcontractors from and against any and all losses, liabilities, and costs and expenses of every kind (including the cost of defense, investigation, settlement, and reasonable attorneys fees) to the proportional extent such losses, liabilities and costs and expenses arise out of the negligent acts, errors or omissions or willful misconduct by either party respectfully or from any violation of any and all applicable statutes, ordinances, rules and regulations of any government or of any agency by either party respectfully. Client shall, in the event of liability arising out of their joint negligence or willful misconduct, indemnify and save each other harmless in proportion to their relative degree of fault.

Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND FOR ADDITIONAL CONSIDERATION OF \$10, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE CLIENT AGREES THAT GLE'S LIABILITY, AND THAT OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUBCONTRACTORS, TO CLIENT, ANY SECONDARY CLIENTS OR ANY THIRD PARTY DUE TO GLE'S BREACH OF CONTRACT OR NEGLIGENT PROFESSIONAL ACTS, ERRORS

OR OMISSIONS WILL BE LIMITED TO AN AGGREGATE OF \$50,000 OR THE TOTAL FEES PAID BY CLIENT TO GLE UNDER THE PROPOSAL, WHICHEVER IS LESS. NEITHER PARTY SHALL BE RESPONSIBLE TO THE OTHER FOR ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES (INCLUDING LOSS OF USE, INCOME, PROFITS, FINANCING OR REPUTATION) ARISING OUT OF OR RELATING TO THIS AGREEMENT.

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

Sampling and Testing Location. The fees included in our Proposal do not include costs associated with surveying of the site and/or facility to determine accurate horizontal and vertical locations of tests. If surveying is required cost of surveying will be paid by client. Field tests or sample locations described in our report or shown on sketches are based on specific information furnished by others or estimates made in the field by our personnel. Such dimensions or elevations are approximate.

Client Disclosure: Client agrees to advise GLE of any hazardous substances or any condition on or near the site that presents a potential danger to human health, the environment, or GLE's equipment. GLE does not assume control or responsibility for the site or the persons in charge of the site, or undertake responsibility for reporting to any federal, state or local agencies any conditions at the site that may present a potential danger to public health, safety or the environment. Client agrees to notify the appropriate federal, state or local agencies as required by law, or otherwise make timely disclosure of any information that may be necessary to prevent damage to human health, safety or the environment. Client acknowledges that GLE may be required to make such disclosures if Client fails to do so and agrees to hold GLE harmless from any such disclosure.

Scheduling of Services: The services set forth in GLE's proposal will be accomplished in a timely and professional manner by GLE personnel. If GLE is required to delay commencement of the services or if, upon embarking upon its services, GLE is required to stop or interrupt the progress of its services as a result of changes in the scope of work requested by the Client, to fulfill the requirements of third parties, or for other causes beyond the direct reasonable control of GLE, additional charges will be applicable and payable by Client. Should completion of any portion of services be delayed for causes beyond the reasonable control of, or without the fault or negligence of, GLE, the time of performance shall be extended for a period equal to the delay.

Sample and Waste Disposal: Samples are generally consumed and altered during testing and are disposed of immediately upon completion of tests. If Client wishes GLE to retain any test samples, then, at Client's written request, GLE will use its best efforts to retain preservable samples or the residue therefrom but only for a mutually acceptable time and for an additional charge. GLE reserves the right to refuse storage of any samples. Client agrees that GLE is not responsible or liable for loss of samples retained in storage. If Client requests GLE to containerize drilling water and/or fluids produced by GLE's activity ("waste"), Client will provide a secure storage location at or near the project site to prevent tampering with the waste. Non-hazardous waste will be disposed of by GLE for an additional charge at an appropriately licensed facility.

In the event that samples or waste contain asbestos, toxic or hazardous substances or constituents, ("contaminants"), GLE will either: 1) return the samples or waste to Client for proper disposal or 2) using a manifest signed by Client as generator for an additional fee, have the samples or waste transported to a location selected by Client for final disposal. Client agrees to pay all costs associated with the storage, transporting and disposal of samples of waste. Client recognizes and agrees that GLE is acting as a bailee and at no time assumes title, constructive or expressed, to such samples or waste.

Unforeseen Occurrences. If, during the performance of services, any unforeseen hazardous substances or constituents or other unforeseen conditions or occurrences are encountered which, in our sole judgement significantly affect or may affect the services, the risk involved in providing the services, or the recommended scope of services, we will promptly notify Client thereof. Subsequent to that notification, Consultant may:

If practicable, in our sole judgement, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal;

- (b) Agree with Client to modify the Scope of Services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or
- (c) Terminate the services effective on the date specified by us in writing.

Documents. Client will furnish or cause to be furnished such reports, data, studies, plans, specifications, documents and other information deemed necessary by us for proper performance of our services. We may rely upon Client-provided documents in performing the services required under this Agreement; however, we assume no responsibility or liability for their accuracy. Client-provided documents will remain property of Client. All documents, including but not limited to, drawings, specifications, reports, field notes, laboratory test data, calculations and estimates prepared by us as instruments of service pursuant to the Agreement, shall be our sole property. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by client for any purpose whatsoever. Client further agrees that under no circumstances shall any documents produced by us pursuant to this Agreement be used at any location or for any project not expressly provided for in this Agreement without our prior written permission. If Client uses all or any portion of our work on another project without our permission, Client shall to the maximum extent permitted by law save us harmless from any and all claims arising from such unauthorized reuse. Further, no part of any document we deliver to Client shall be reproduced or distributed, whether for advertising or any other purpose, without our prior written consent. Any such reproduction or distribution shall be at Client's sole risk and without liability or legal exposure to consultant.

Field Representative. The presence of our field personnel either full- or part-time will be for the purpose of providing observation and field testing of specific aspects of the project. Should a contractor be involved in the project, our work does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor should be so advised. The contractor should also be informed that neither the presence of our field representative nor the observation and testing by us shall excuse contractor in any way for defects discovered in contractor's work. It is agreed that we will not be responsible for job or site safety on the project and that we do not have the right to stop the work of the contractor.

Severability. In the event that any provision herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and binding upon the parties hereto.

Priority Over Form Agreements/Purchase Orders: The Client agrees that the provisions of this agreement shall control and govern over any orders, purchase orders or work orders or other form writings issued or signed by the parties ("orders"), and such forms shall have no force or effect but may be issued by Client to GLE, without altering the terms hereof, solely for the purpose of convenience in ordering services.

Termination: This agreement may be terminated by either party with or without cause upon giving (7) days prior written notice to the other party. This agreement will terminate automatically upon the insolvency of the Client. In the event Client requests termination prior to the completion of the proposed services, Client shall take possession of the premises and the materials and equipment paid for and belonging to Client, and GLE shall be paid for all services performed to the date of termination and for all reasonable costs incurred in project closeout.

Consideration: The parties agree the charges for GLE's services are sufficiently adjusted downward to include any specific consideration payable to Client for any indemnities or any other clause requiring specific consideration as required under these Terms and Conditions.

Attorney Authority: If GLE is being retained by Client's counsel, such counsel represents that he/she has the authority to bind, and hereby expressly binds Client to these Terms and Conditions.

Survival. All obligations arising prior to the termination of the Agreement and all provisions of this Agreement allocating responsibility or liability between Client and Contractor shall survive the completion of the services and the termination of this Agreement.

Integration. This Agreement and the documents attached hereto and which are incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties.

Governing Law. This Agreement and any amendments to it shall be governed in all respects by the laws of the State of Florida. The parties hereby agree that the venue for any lawsuit filed by any person pursuant to this Agreement shall only be in Hillsborough County, Florida. Each party hereby irrevocably submits itself to the original jurisdiction of the state and federal courts sitting in or having jurisdiction over Hillsborough County, Florida with regard to any controversy in any way relating to the execution, delivery or performance of this Agreement. "The parties each had an opportunity to review and negotiate this agreement and this agreement shall not be construed more strictly against one party as drafter."

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