

**SUMTER COUNTY BOARD OF COMMISSIONERS  
EXECUTIVE SUMMARY**

**SUBJECT:** Budget Amendment A-56 (FY 10/11) Capital Outlay Fund (Staff recommends approval).

**REQUESTED ACTION:** Approve Budget Amendment A-56

Work Session (Report Only)    **DATE OF MEETING:** 5/10/2011  
 Regular Meeting                       Special Meeting

**CONTRACT:**     N/A    Vendor/Entity: \_\_\_\_\_  
Effective Date: \_\_\_\_\_                                      Termination Date: \_\_\_\_\_  
Managing Division / Dept:                      Financial Services

**BUDGET IMPACT:**                      \$6,973.00  
 Annual                      **FUNDING SOURCE:**                      Reserve for Future Projects  
 Capital                      **EXPENDITURE ACCOUNT:**                      305-182-522-6235 Wildwood Fire Station  
 N/A

**HISTORY/FACTS/ISSUES:**

The purpose of this budget amendment is to reallocate funds to cover asbestos abatement for the downtown Wildwood Fire Station.

The BOCC approved an increase in the contract for this work on 4-12-2011. The documentation approved from 4-12-2011 is attached.



**SUMTER COUNTY BOARD OF COMMISSIONERS  
EXECUTIVE SUMMARY**

**SUBJECT:** Contract Change Order 10-Wildwood Fire Station #31 with Emmett Sapp Builders  
**REQUESTED ACTION:** Approve

Work Session (Report Only)    **DATE OF MEETING:** 4/12/2011  
 Regular Meeting                       Special Meeting

**CONTRACT:**  N/A    Vendor/Entity: Emmett Sapp Builders  
Effective Date: 10/12/2010                       Termination Date: \_\_\_\_\_  
Managing Division / Dept: Facilities Development

**BUDGET IMPACT:** \$6,972.79  
 Annual                      **FUNDING SOURCE:** ARRA and Capital Outlay Fund Revenue  
 Capital                      **EXPENDITURE ACCOUNT:** 305-182-522-6235  
 N/A

**HISTORY/FACTS/ISSUES:**

This increase in contract amount for the Wildwood Fire Station #31 is to provide the funds necessary for asbestos abatement. The proposal for asbestos removal covers the scope of work to completely clean the building of asbestos and off-site disposal of the materials removed. The schedule is not affected by this change.

**APPROVED**

April 12, 2011

By a vote of 4-1 with Commissioner Hoffman voting nay

**SUMTER COUNTY BOCC  
CHANGE ORDER FORM**

<b>PROJECT:</b> Wildwood Fire Station #31	<b>CHANGE ORDER NUMBER:</b> 10- Wildwood FS #31
	<b>DATE:</b> 4.12.11
	<b>ARCHITECT'S PROJECT NO.:</b>
<b>TO CONTRACTOR:</b> Emmett Sapp Builders Inc	<b>CONTRACT DATE:</b> 10.12.2010
4430 NE 83rd Rd	<b>CONTRACT FOR:</b> \$2,150,272.00
Wildwood FL 34785	

The Contract is changed as follows:

This increase in contract amount for the Wildwood Fire Station #31 is to provide the funds necessary for asbestos abatement on the Wildwood Fire Station project. The proposal for asbestos removal covers the scope of work to completely clean the building of asbestos and off-site disposal of the materials removed. The schedule is not affected by this change.

Not valid until signed by the Owner, Architect.

The original (Contract Sum) (Guaranteed maximum Price) was	<u>\$2,150,272.00</u>
Net change by previously authorized Change orders	<u>\$389,995.58</u>
The (Contract Sum) (Guaranteed maximum Price) prior to this Change order was	<u>\$2,540,267.58</u>
The (Contract Sum) (Guaranteed maximum price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	<u>\$6,972.79</u>
The new (Contract Sum) (Guaranteed maximum Price) including this Change order will be	<u>\$2,547,240.37</u>

The Contract Time will be (increased) decreased) (unchanged) by 0 Days  
 The date of Substantial Completion as of the date of this Change Order therefore is

Bacon Group Inc.  
 ARCHITECT  
 2641 Sunset Point Rd  
 Address  
 Clearwater FL 33759

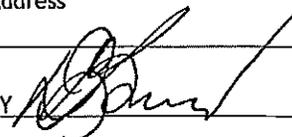
Emmett Sapp Builders Inc.  
 CONTRACTOR  
 4430 NE 83rd Rd  
 Address  
 Wildwood FL 34785

Sumter County BOCC  
 OWNER

Address

BY \_\_\_\_\_

BY \_\_\_\_\_

BY 

Rick Bacon

Emmett Sapp

Don Burgess - Chairman

DATE \_\_\_\_\_

DATE \_\_\_\_\_

DATE **APR 12 2011**

**Emmett Sapp Builders, Inc.**

4430 NE 83RD ROAD  
WILDWOOD, FL 34785  
(352) 748-1949

**Change Request**

To: DOUG CONWAY  
Sumter County Board of Comm  
910 N Main St Room 201  
Bushnell, FL 33513  
Ph: 352-793-0200 Fax: (352)793-0207

Number: ~~10~~  
Date: 3/30/11  
Job: 11-04 Wildwood Fire Station  
Phone:

**Description:** Proposal for Asbestos Abatement

We are pleased to offer the following specifications and pricing to make the following changes:  
Proposal for Asbestos Abatement

The total amount to provide this work is ..... \$6,972.79  
(Please refer to attached sheet for details.)

The schedule is not affected by this change.

If you have any questions, please contact me at (352)748-1949.

Submitted by: Shelton Crow  
Emmett Sapp Builders, Inc.  
Cc: Emmett Sapp (Emmett Sapp Builders, Inc.)

Approved by: \_\_\_\_\_  
Date: \_\_\_\_\_

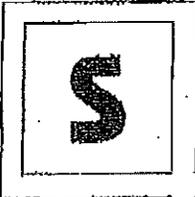
**Emmett Sapp Builders, Inc.**

4430 NE 83RD ROAD  
WILDWOOD, FL 34785  
(352) 748-1949

**Change Request 1 Price Breakdown  
Continuation Sheet**

**Description:** Proposal for Asbestos Abatement

Description	Labor	Material	Equipment	Subcontract	Other	Price
Hazardous Material Remediation - Simpson Environmental Services, Inc.				\$4,775.00		\$4,775.00
Final Inspection & Clearance - Universal Engineering				\$800.00		\$800.00
Project Management - 8 hrs @ 45				\$360.00		\$360.00
Supervision - 16 hrs @ 40				\$640.00		\$640.00
					<b>Subtotal:</b>	<b>\$6,575.00</b>
			Profit	\$6,575.00	5.00%	\$328.75
			Bond	\$6,903.75	1.00%	\$69.04
					<b>Total:</b>	<b>\$8,972.79</b>



**Simpson Environmental Services, Inc.**  
Professional Abatement Services

CJC056717

March 29, 2011

P.O. Box 735 • Trilby, Fl. 33593 • (352) 583-2509 • Fax (352) 583-3371  
www.simpsonenv.com

Emmett Sapp Buildings, Inc.  
Building Contractor  
4430 NE 83<sup>rd</sup> Road  
Wildwood, Florida 34785  
352-748-1949 Office  
352-748-1065 Fax  
352-483-6686 Cell

Pricing: Wildwood Fire Station #31  
227 Hall Street  
Wildwood, Sumter County Florida

This proposal is for the above listed address. Our price includes all labor, equipment, materials, personnel air monitoring, disposal, and insurance to complete the work. Scope of work consist of building poly containment to enclose work area under negative pressure using HEPA filtration machine removing approximately 1,372SF of asbestos floor tile and mastic from area listed above throughout building. Removal of approximately 800 SF of transite panels above the exterior roll up doors on the North and South side. The General Contractor will provide the power and water to site. Duration of job will be 2 shifts.

Total Price ..... \$4,775.00

We appreciate the opportunity of quoting this work to you, and look forward to working with you on this and other projects.

Sincerely,

Simpson Environmental Services, Inc.

Tim Yaeger  
813-714-4737

*FRIDAY 4/1*

**ADS SERVICES, INC.**  
**5010 N. Cortez Avenue**  
**Tampa, FL 33614**  
**(P) 813-875-4600**  
**(F) 813-872-0901**

March 29, 2011

Mr. Shelton Crow  
Emmett Sapp Builders, Inc.  
4430 NE 83rd Road  
Wildwood, FL 34785  
Office: 352-748-1949  
Fax: 352-748-1065  
Cell: 352-483-6686

WEDNESDAY 4/6

Email: [scrow@emmettsappbuilders.com](mailto:scrow@emmettsappbuilders.com)

**RE: Removal and Disposal of Asbestos containing materials at The Wildwood Fire Station #31, 227 Hall Street, Wildwood, Fl.**

ADS Services, Inc. appreciates the opportunity to provide the following proposal for the above referenced project. We will honor this proposal for thirty (30) days from the date of submittal.

It is understood that all activities will be performed in strict accordance with Federal, State and local regulations utilizing our standard procedures. We will provide all supervision, labor, materials, equipment, disposal and insurance necessary to complete the required scope of work. We understand the general scope of work as follows:

**SCOPE OF WORK:**

- Removal / Disposal of 800 sqft. of Cement Board Siding, 1 Sink, and 1,100 sqft. of Floor tile and mastic.

**PRICE: \$4,371.00 (2 Days)**

**CLARIFICATIONS:**

- One mobilization is included in the above pricing.
- PCM air testing by others if needed.
- Payment upon completion.

If you have any questions, please feel free to call me. Thank you for the opportunity to provide this proposal. Please sign and fax back to 813-872-0901.

Sincerely,  
*Mark Fohn*  
ADS Services, Inc.  
Mark Fohn  
Estimating/Marketing

Approved:  
  
Shelton Crow

**Shelton Crow**

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**From:** Richard Hoaglin <rhoaglin@universalengineering.com>  
**Sent:** Wednesday, March 30, 2011 11:20 AM  
**To:** Shelton Crow  
**Cc:** Rob Sport  
**Subject:** RE: Wildwood FS #22  
**Attachments:** UESDOCS-#889943-v1-PRO\_ENV\_0340\_0311\_00017\_Wildwood\_Fire\_Station\_31\_ACM\_Clearance.pdf

Here is the proposal for the clearance. We can be there on Monday if authorized to proceed by Friday.

thanks

Richard E. Hoaglin, P.E.  
Regional Manager  
East Central Florida Region  
Universal Engineering Sciences, Inc.  
820 Brevard Ave, Rockledge, FL 32955 321-638-0808  
803 Kings Hwy, Ft. Pierce, FL 34945 772-461-9815

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**From:** Rob Sport  
**Sent:** Wednesday, March 30, 2011 9:03 AM  
**To:** Shelton Crow; Richard Hoaglin  
**Subject:** RE: Wildwood FS #22

Shelton,

We have an environmental technician in our Rockledge office that can perform the visual inspection and PCM final air clearance. I am copying Rockledge's Branch Manager, Mr. Richard Hoaglin, on this email and attaching a PDF of the asbestos survey for Richard. Richard will get you a proposal and schedule the work.

Thanks,

Rob

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**From:** Shelton Crow [mailto:scrow@emmettsappbuilders.com]  
**Sent:** Tuesday, March 29, 2011 4:25 PM  
**To:** Rob Sport  
**Subject:** Wildwood FS #22

Rob,  
I should have three proposals for the County by later this afternoon. I need a price from you to inspect and air test once abatement is complete. Assuming I can get County approval by Thursday I have one company committed to work through the weekend and be ready for inspector/air test by Monday. If this works out that way are you available for Monday?

Thank you,  
Shelton Crow  
Emmett Sapp Builders, Inc.  
352-748-1949 office  
352-748-1065 fax  
352-483-6686 cell



# UNIVERSAL ENGINEERING SCIENCES

Consultants In: Geotechnical Engineering • Environmental Sciences  
Geophysical Services • Construction Materials Testing • Threshold Inspection  
Building Inspection • Plan Review • Building Code Administration

#### LOCATIONS:

- Atlanta
- Daytona Beach
- Fort Myers
- Fort Pierce
- Gainesville
- Jacksonville
- Kissimmee
- Leesburg
- Miami
- Ocala
- Orlando (Headquarters)
- Palm Coast
- Panama City
- Pensacola
- Rockledge
- Sarasota
- Tampa
- West Palm Beach

March 30, 2011

Emmett Sapp Builders  
4430 NE 83<sup>rd</sup> Road  
Wildwood, Florida 34785

Attention: Mr. Shelton Crow

Reference: Proposal for Asbestos Abatement Final Inspection and Clearance  
Wildwood Fire Station #31  
227 Hall Street  
Wildwood, Sumter County, Florida  
Universal Proposal No.0340.0311.00017  
Docs No. 889943

Mr. Crow:

Universal Engineering Sciences, Inc. (Universal) is pleased to submit this proposal to conduct Asbestos Abatement Final Inspection and Clearance Testing at Wildwood Fire Station #31 located at 227 Hall Street, Wildwood, Florida. The project involved the removal and disposal of identified asbestos-containing exterior board soffit, sink undercoat, and floor tile.

#### PROJECT DESCRIPTION AND SCOPE OF SERVICES

We will not perform project monitoring during the removal/demolition of this identified material. A final inspection of the areas where the asbestos-containing materials will be removed will be performed by an EPA/AHERA Contractor Supervisor. The Final Clearance Testing will include Phase Contrast Microscopy (PCM) area air sampling conducted in general accordance with NIOSH Method 7400.

A final report documenting the ACM abatement process including laboratory air sample results will be provided at the completion of the project.

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**SCHEDULE**

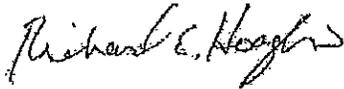
Universal understands that you require the final inspection and clearance sampling to begin on April 4, 2011. Please advise us of any scheduling details or changes so that we may coordinate with you.

**PROPOSAL**

We propose to conduct on-site Clearance Testing following asbestos abatement activity for a total lump sum fee of \$800.00. All work will be completed in accordance with our General Conditions, also attached.

Universal Engineering Sciences, Inc. appreciates this opportunity to offer our services to you. Please contact the undersigned if you have any questions.

Respectfully Submitted,  
**UNIVERSAL ENGINEERING SCIENCES, INC.**  
Certificate of Authorization No. 549



Richard E. Hoaglin, P.E.  
Regional Manager

Enclosures: Work Authorization/Proposal Acceptance Form  
Report Distribution Sheet  
General Conditions

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**Universal Engineering Sciences, Inc.  
Work Authorization/Proposal Acceptance Form**

**If This Proposal Is Accepted, Please Sign and Return To:  
Universal Engineering Sciences, Inc.  
820 Brevard Ave, Rockledge, FL 32955**

Universal Engineering Sciences, Inc. (UNIVERSAL) is pleased to provide the services described within this document. The purpose of this document is to describe the terms under which the services will be provided and to obtain formal authorization.

PROJECT NAME: Wildwood Fire Station #31 ACM Clearance  
PROJECT LOCATION: 227 Hall Street, Wildwood, FL  
CLIENT NAME: Mr. Sheldon Crow  
CLIENT ADDRESS: 4430 NE 83<sup>rd</sup> Road, Wildwood, FL 34785  
TELEPHONE: 352-748-1949 FACSIMILE: 352-748-1065

**Proposal for Environmental Services -- Asbestos Abatement Final Inspection & Clearance**  
**UNIVERSAL PROPOSAL NO. 0340.0311.00017 DOCS NO. 889943**  
**Lump Sum - \$800.00**

- II. Contract documents. The following documents form part of this Agreement and are incorporated herein by referral:
- A. General Conditions
  - B. Plans, reports, specifications and/or other documents provided by the Client prior to this Agreement date.
  - C. Other exhibits marked and described as follows:

In the event of any inconsistency or conflict among Contract Documents, the provision in the Contract Document first listed shall govern.

III. Authority to proceed and for payment. (To be completed by the Client)

If the invoice is to be mailed for approval to someone other than the account charged, please indicate where, below:

Firm: \_\_\_\_\_ Soc. Security or Federal ID No: \_\_\_\_\_  
Address: \_\_\_\_\_ City, State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Attention: \_\_\_\_\_ Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by duly authorized representatives:

Client: _____	Universal Engineering Sciences, Inc.
By (Signature): _____	By (Signature): <u>Richard E. Hoaglin</u>
Typed Name: _____	Typed Name: <u>Richard E. Hoaglin, P.E.</u>
Title: _____	Title: <u>Regional Manager</u>
Date: _____	Date: <u>March 30, 2011</u>



# Universal Engineering Sciences, Inc.

820 Brevard Avenue\*Rockledge, Florida 32955  
Phone: (321) 638-0808 \* Fax: (321) 638-0978

## Report Distribution Information

As a member of your project team, Universal Engineering Sciences will strive to provide our services with a primary focus on understanding and delivering each of your project needs. To assist us in timely reporting and invoicing, we request the following distribution information for our files, prior to project initiation:

Project Name:	
Client Name:	
Permit/Work Order/PO No:	
Field Contact Name:	Phone:
Client Address:	
Client E-mail address:	
*Reports will be available on a file sharing website in lieu of mailing or e-mailing. Please refer to E-reports instruction page for directions.	

Additional copies of the reports should be distributed to:					
Company Name/ Attention:					
E-mail Address:					
Mailing Address:					
Phone:					Fax:
Type of Reports:	<input type="checkbox"/> ALL	<input type="checkbox"/> Concrete	<input type="checkbox"/> Soils	<input type="checkbox"/> Asphalt	<input type="checkbox"/> Inspections
Company Name/ Attention:					
E-mail Address:					
Mailing Address:					
Phone:					Fax:
Type of Reports:	<input type="checkbox"/> ALL	<input type="checkbox"/> Concrete	<input type="checkbox"/> Soils	<input type="checkbox"/> Asphalt	<input type="checkbox"/> Inspections
Company Name/ Attention:					
E-mail Address:					
Mailing Address:					
Phone:					Fax:
Type of Reports:	<input type="checkbox"/> ALL	<input type="checkbox"/> Concrete	<input type="checkbox"/> Soils	<input type="checkbox"/> Asphalt	<input type="checkbox"/> Inspections
Company Name/ Attention:					
E-mail Address:					
Mailing Address:					
Phone:					Fax:
Type of Reports:	<input type="checkbox"/> ALL	<input type="checkbox"/> Concrete	<input type="checkbox"/> Soils	<input type="checkbox"/> Asphalt	<input type="checkbox"/> Inspections
Please note below any additional distribution requirements:					

Distribution confirmation performed by Signature:	Date:
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*This transmittal is a confidential document. Should this document be received in error, please contact Universal Engineering Sciences at (321) 638-0808.*

**Universal Engineering Sciences, Inc.**  
**GENERAL CONDITIONS**

**SECTION 1: RESPONSIBILITIES**

- 1.1 Universal Engineering Sciences, Inc., hereinafter referred to as the Consultant, has the responsibility for providing the services described under the Scope of Services section. The work is to be performed according to accepted standards of care and is to be completed in a timely manner. The term "Consultant" as used herein includes all of Universal Engineering Sciences, Inc.'s agents, employees, professional staff, and subcontractors.
- 1.2 The Client or a duly authorized representative is responsible for providing the Consultant with a clear understanding of the project nature and scope. The Client shall supply the Consultant with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys and designs, to allow the Consultant to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product.

**SECTION 2: STANDARD OF CARE**

- 2.1 Services performed by the Consultant under this Agreement are expected by the Client to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the Consultant's profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, express or implied, is made.
- 2.2 The Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or other explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by the Consultant will be based solely on information available to the Consultant at the time of service. The Consultant is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

**SECTION 3: SITE ACCESS AND SITE CONDITIONS**

- 3.1 Client will grant or obtain free access to the site for all equipment and personnel necessary for the Consultant to perform the work set forth in this Agreement. The Client will notify any and all possessors of the project site that Client has granted Consultant free access to the site. The Consultant will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Proposal.
- 3.2 The Client is responsible for the accuracy of locations for all subterranean structures and utilities. The Consultant will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against Consultant, and agrees to defend, indemnify, and hold Consultant harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate Consultant for any time spent or expenses incurred by Consultant in defense of any such claim with compensation to be based upon Consultant's prevailing fee schedule and expense reimbursement policy.

**SECTION 4: SAMPLE OWNERSHIP AND DISPOSAL**

- 4.1 Soil or water samples obtained from the project during performance of the work shall remain the property of the Client.
- 4.2 The Consultant will dispose of or return to Client all remaining soils and rock samples 60 days after submission of report covering those samples. Further storage or transfer of samples can be made at Client's expense upon Client's prior written request.
- 4.3 Samples which are contaminated by petroleum products or other chemical waste will be returned to Client for treatment or disposal, consistent with all appropriate federal, state, or local regulations.

**SECTION 5: BILLING AND PAYMENT**

- 5.1 Consultant will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classifications.
- 5.2 Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 1/2 %) per month, or the maximum rate allowed by law, on past due accounts.
- 5.3 If the Consultant incurs any expenses to collect overdue billings on invoices, the sums paid by the Consultant for reasonable attorneys' fees, court costs, Consultant's time, Consultant's expenses, and interest will be due and owing by the Client.

**SECTION 6: OWNERSHIP OF DOCUMENTS**

- 6.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the Consultant, as instruments of service, shall remain the property of the Consultant.
- 6.2 Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose.
- 6.3 The Consultant will retain all pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to the Client at all reasonable times.

**SECTION 7: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS**

- 7.1 Client warrants that a reasonable effort has been made to inform Consultant of known or suspected hazardous materials on or near the project site.
- 7.2 Under this agreement, the term hazardous materials includes hazardous materials (40 CFR 172.01), hazardous wastes (40 CFR 261.2), hazardous substances (40 CFR 300.8), petroleum products, polychlorinated biphenyls, and asbestos.
- 7.3 Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Consultant and Client agree that the

discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. Consultant and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for Consultant to take immediate measures to protect health and safety. Client agrees to compensate Consultant for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous waste.

7.4 Consultant agrees to notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold Consultant harmless for any and all consequences of disclosures made by Consultant which are required by governing law. In the event the project site is not owned by Client, Client recognizes that it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

7.5 Notwithstanding any other provision of the Agreement, Client waives any claim against Consultant, and to the maximum extent permitted by law, agrees to defend, indemnify, and save Consultant harmless from any claim, liability, and/or defense costs for injury or loss arising from Consultant's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by the Consultant which are found to be contaminated.

#### SECTION 8: RISK ALLOCATION

8.1 Client agrees that Consultant's liability for any damage on account of any error, omission or other professional negligence will be limited to a sum not to exceed \$50,000 or Consultant's fee, whichever is greater. Client agrees that the foregoing limits of liability extend to all of consultant's employees and professionals who perform any services for Client. If Client prefers to have higher limits on professional liability, Consultant agrees to increase the limits up to a maximum of \$1,000,000.00 upon Client's written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$400.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

#### SECTION 9: INSURANCE

9.1 The Consultant represents and warrants that it and its agents, staff and Consultants employed by it, is and are protected by worker's compensation insurance and that Consultant has such coverage under public liability and property damage insurance policies which the Consultant deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, Consultant agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by Consultant, its agents, staff, and consultants employed by it. The Consultant shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 8, whichever is less. The Client agrees to defend, indemnify and save Consultant harmless for loss, damage or liability arising from acts by Client, Client's agent, staff, and other consultants employed by Client.

#### SECTION 10: DISPUTE RESOLUTION

10.1 All claims, disputes, and other matters in controversy between Consultant and Client arising out of or in any way related to this Agreement will be submitted to alternative dispute resolution (ADR) such as mediation and/or arbitration, before and as a condition precedent to other remedies provided by law.

10.2 If a dispute at law arises related to the services provided under this Agreement and that dispute requires litigation instead of ADR as provided above, then:

- (a) the claim will be brought and tried in judicial jurisdiction of the court of the county where Consultant's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction, and
- (b) The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, and other claim related expenses.

#### SECTION 11: TERMINATION

11.1 This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Consultant shall be paid for services performed to the termination notice date plus reasonable termination expenses.

11.2 In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by the Agreement, Consultant may complete such analyses and records as are necessary to complete his files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct costs of Consultant in completing such analyses, records and reports.

#### SECTION 12: ASSIGNS

12.1 Neither the Client nor the Consultant may delegate, assign, subcontract or transfer his duties or interest in this Agreement without the written consent of the other party.

#### SECTION 13. GOVERNING LAW AND SURVIVAL

13.1 The laws of the State of Florida will govern the validity of these Terms, their interpretation and performance.

13.2 If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impacted. Limitations of liability and indemnities will survive termination of this Agreement for any cause.

**Fitzpatrick, Annette**

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**From:** Conway, Doug  
**Sent:** Friday, April 01, 2011 9:40 AM  
**To:** 'Shelton Crow'  
**Cc:** Howell, Sandee; Fitzpatrick, Annette  
**Subject:** FW: Wildwood FS  
**Importance:** High

Good morning Shelton,

County administration has provide authorization to proceed with this work activity immediately, we will also prepare a change order for the BOCC approval on 04 12 2011.

Thanks

Doug

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**From:** Howell, Sandee  
**Sent:** Thursday, March 31, 2011 9:15 AM  
**To:** Conway, Doug  
**Subject:** FW: Wildwood FS  
**Importance:** High

See below for approval to proceed.

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**From:** Arnold, Bradley  
**Sent:** Thursday, March 31, 2011 9:11 AM  
**To:** Howell, Sandee  
**Subject:** RE: Wildwood FS

The \$ amount is within my authority so proceed. Bradley

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**From:** Howell, Sandee  
**Sent:** Thursday, March 31, 2011 9:09 AM  
**To:** Arnold, Bradley  
**Subject:** FW: Wildwood FS  
**Importance:** High

We are looking for the ability to move ahead prior to Board approval on the 12<sup>th</sup> in regard to the asbestos removal.

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**From:** Conway, Doug  
**Sent:** Thursday, March 31, 2011 8:58 AM  
**To:** Howell, Sandee  
**Subject:** FW: Wildwood FS

4/1/2011

Good morning Sandee,

ESB has found asbestos at the Wildwood Fire Station #31, therefore they have submitted a change order request in the amount of \$6,972.79 which typically we would follow the formal change order process to the BOCC on April 12, 2011. ESB has asked for consideration or authorization to proceed Friday April 1, 2011, this action will allow the project to continue a positive direction, if we go to the BOCC on April 12, 2011 ESB will be unable to continue any work activity until the asbestos is removed. With regards to Simpson Environmental Services I have utilized them on past abatement project and there performance has been excellent

Please advise as to which direction you would like for us to proceed.

Thanks

Doug

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**From:** Shelton Crow [mailto:scrow@emmettsappbuilders.com]  
**Sent:** Wednesday, March 30, 2011 4:14 PM  
**To:** Conway, Doug  
**Cc:** EmmettSapp  
**Subject:** FW: Wildwood FS

Doug,

Attached for your review and comment is the following:

1. Change Request #1 Asbestos Abatement in the amount of \$6,972.79
2. Simpson Environmental Services, Inc - \$4,775.00 (included in our proposal)
3. ADS Services, Inc. - \$4,371.00 (not included in our proposal)
4. Universal Engineering - \$800.00 (included in our proposal)

Both proposals, Simpson and ADS, for the asbestos removal cover the scope of work required to completely clean the building of asbestos and off-site disposal of the materials removed. We believe either company selected to be more than capable of completing the abatement as specified by Universal Engineering.

Our recommendation is Simpson Environmental, Inc.

1. Assuming we can get County approval by Thursday, March 31 Simpson is prepared to start Friday, April 1 and work through the weekend until complete. We have scheduled Universal Engineering for the final inspection and clearance inspection for Monday, April 4. ADS Services would not be able to start until April 6.
2. A representative for Simpson visited the site and made a thorough inspection of the building. ADS Services did not inspect the site.
3. We acknowledge that ADS Services proposal is approximately \$400.00 less and that their services are equal to that as proposed by Simpson Environmental with the exception of start work schedule.

If the county cannot approve our proposal by tomorrow then we will acknowledge and employ the company per the Counties selection. If the Counties selection is ADS Services then we will adjust our proposal accordingly.

4/1/2011

Thank you,  
Shelton Crow  
Emmett Sapp Builders, Inc.  
352-748-1949 office  
352-748-1065 fax  
352-483-6686 cell

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