

Environmental Assessment Services, Inc.

Terms and Conditions Agreement for Professional Services

This agreement, made this _____ day of _____ 20____ by and between Environmental Assessment Services, Inc. (Consultant) of St. Petersburg, Florida and _____ located at _____ of _____. The Consultant and the Client agree to performance of professional services in accordance with the terms and conditions set forth in the following sections and attachments referenced herein which, together with the acceptance, shall constitute the entire Agreement superseding any and all previous correspondence and arrangements. See the scope of work as defined in the attached proposal from Environmental Assessment Services, Inc. (EAS) to _____ of _____ dated, _____.

- 1. Insurance:** EAS shall provide, pay for and maintain in full force and effect at all times during the term of this agreement, the following insurance: (a) Workers Compensation Insurance as required by applicable State law; (b) Professional Liability Insurance with limits of \$1,000,000 each occurrence. EAS' liability for damages due to professional negligence shall be limited to the Insurance; (c) General Liability Insurance for bodily injury and property damage arising directly from EAS' negligent acts or omissions with limits of \$1,000,000 each occurrence. EAS agrees to indemnify and hold Client harmless from any loss, damage or liability arising directly from any negligent act or omission by EAS. EAS shall not be responsible for any loss, damage or liability beyond amount limits and conditions of such insurance, and shall not be responsible for any loss, damage or liability arising from any act or omission by Client, its agents, staff, other consultants, independent contractors, third parties or other working on the project over which EAS has no supervision or control. Certifications of insurance will be provided to Client upon request.
- 2. Performance of Work:** The Work shall be completed by the dates specified in this Agreement or in any Change Order, as the case may be. The completion date(s) referred to in this agreement are collectively referred to as the "Completion Date".
- 3. Site Access:** The Client shall provide EAS with such access to the property as is reasonably necessary to perform the Work, including, without limitation ingress, and egress. Unless otherwise stated, the Consultant will have access to the site for activities necessary for the performance of the services. The consultant will take precautions to minimize damage due to these activities, but has not included in the fee schedule the cost of restoration of any resulting damage.
- 4. Standard of Care / Warranty:** Services performed by EAS under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made. EAS' interpretations will be based upon results of regulatory information, historical information and site observations and are limited to the time frame when each component was conducted. EAS will not be responsible for the interpretation or use by others of data that EAS developed pursuant to this Agreement. The Client acknowledges: (a) "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon the Consultant; and (b) the scope of a Limited Observation may not be adequate to identify recognized environmental conditions, even if performed in accordance with "current professional standards", and, therefore, the Consultant cannot guarantee the accuracy of results or conclusions relating thereto.
- 5. Confidentiality:** All information obtained by EAS in the performance of services hereunder will be strictly confidential and will not be used for the benefit of EAS, or disclosed to any third party, either during EAS' employment or after its termination.
- 6. Subcontractors:** EAS may engage such subcontractors as EAS in its reasonable discretion, considers necessary to perform the Agreement. Consultant shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees, subcontractors, and agents.
- 7. Termination:** This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure of performance by the other party or if the Client suspends the work for more than three (3) months. In the event of termination, EAS shall be paid for services performed prior to the termination notice date plus reasonable termination expenses, including the cost of completing analyses, records and reports necessary to document job status at the time of termination.
- 8. Limitation of Liability:** In recognition of the relative risks, rewards and benefits of the project to both the Client and the Consultant, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Consultants's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed \$50,000. Such causes include, but are not limited to, the Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.
- 9. Invoices:** EAS will submit invoices upon completion of services. Each invoice is due on receipt. Thirty (30) days after invoice date, Client agrees to pay a service charge on past-due invoices, back-dated to the original invoice date, in the amount of one and one-half percent (1.5%) of the unpaid balance applied monthly, equivalent to eighteen percent (18%) per annum.
- 10. Governing Law:** This Agreement shall be governed by and interpreted pursuant to the laws of the State of Florida. Any claims or disputes made during design, construction or post-construction between the Client and Consultant shall be submitted to non-binding mediation. Client and Consultant agree to include a similar mediation agreement with all contractors, subcontractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.
- 11. Notice:** Any notice, communication or statement required or permitted to be given hereunder shall be in writing and deemed to have sufficiently given when delivered in person or sent by telex, wire or by certified mail, return receipt requested, postage prepaid, to the signatory of this Agreement at the address of the respective party set forth on the attached Environmental Assessment Authorization Form.
- 12. Entire Agreement:** The terms and conditions set forth herein constitute the entire understanding of the parties relating to the provision of services by the Consultant and the Client and supersede any prior contract, arrangement or work order between the parties and represent their complete agreement. No alterations to or modifications of the terms and conditions of this agreement shall be effective unless such alteration or such modification is reduced to writing and properly executed by the parties hereto.