



1 February 2011

By e-mail to sbamforth@calvin-giordano.com

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 Ronald A. Fuerst, C.L.A.
 Colleen Costello, P.G.
 Cristina M. González, P.E.
 Gerald J. Zambrella, C.E.M.
 Gregory M. Elko, P.E.
 Steven Ueland, P.E.

Roger A. Archabal, P.E.
 Matthew E. Meyer, P.E.

Eric B. Schwarz, P.E.
 Vincent D. Yarina, P.G.

**Re: Proposal for a Specific Capacity Test and
 Preparation of an FDEP Reasonable Assurance Report
 City of Hallandale Beach Right-of-Way
 Vicinity of Southeast 7th Street between
 South Dixie Highway and South Federal Highway
 Hallandale Beach, Florida
 Langan Proposal No.: 300060902**

Dear Shaun:

Langan Engineering & Environmental Services has prepared this proposal for Calvin, Giordano & Associates, Inc. ("the Client") to complete a specific capacity test and to prepare a Reasonable Assurance Report (RAR) for the operation of stormwater drainage wells in the right-of-way in an area between South Dixie Highway and South Federal Highway in the vicinity of Southeast 7th Street in Hallandale Beach, Florida ("the project").

The RAR is one portion of the stormwater drainage well permit process. According to the Florida Department of Environmental Protection (FDEP), the RAR must provide reasonable assurance that the stormwater discharge has a minimum potential to adversely impact surface water bodies and overlying aquifers, derived through an evaluation of the geologic conditions. Chapter 62-528, Florida Administrative Code (FAC) requires the effluent to be discharged below a semi-confining layer and into a G-III aquifer (i.e., an aquifer with a total dissolved solids [TDS] concentration greater than 10,000 milligrams per liter).

Langan completed a reasonable assurance investigation and specific capacity test in the Southwest Quadrant (between Southwest 2nd Street and Southwest 9th Street, and between Southwest 2nd Avenue and Southwest 6th Avenue). Our investigation determined that the reasonable assurance requirements of Chapter 62-528, FAC were met at depths below 150 ft and that the estimated design flow rate for a drainage well is 120 gpd/ft. Because that design flow rate would require a larger number of drainage wells to accommodate the expected runoff than was anticipated, the City of Hallandale requested a reasonable assurance investigation and specific capacity test further east, where the geology and hydrogeology might allow a higher

flow rate. Because the area between South Dixie Highway and South Federal Highway is more than 1,000 ft from the SW Quadrant project area, a separate RAR is required.

In 2007, Langan completed a RAR at the Village of Gulfstream on the east side of South Federal Highway. The RAR recommended a minimum casing depth of 81 ft below grade based on a qualitative description of the lithology (very hard limestone between 61 ft and 81 ft below grade) and on laboratory analysis of groundwater samples for TDS, which identified the G-II/G-III interface at 55 ft below grade. FDEP no longer accepts qualitative lithological descriptions to determine the depth of semi-confining layers; the agency requires quantitative data generated during Standard Penetration Test (SPT) borings. However, Langan will use the geological and TDS data from the 2007 RAR to the extent possible during this RAR investigation.

SCOPE OF WORK

Reasonable Assurance Investigation

Langan will subcontract J&R Drilling, Inc., a certified drilling contractor, to advance two 200-ft-deep mud rotary SPT borings. The attached figure shows the proposed boring locations. Langan suggests drilling the test holes along Southeast 7th Street right-of-way, with one of the test holes on the City of Hallandale Beach property on the north side of Southeast 7th Street (east of Southeast 1st Avenue) and the other test hole approximately 1,300 ft east.

Langan proposes 200-ft test borings because our experience drilling west of Federal Highway is that the G-II/G-III interface becomes deeper as one moves farther west from the coast. Before drilling, Langan will visit the proposed drilling locations and mark them in white paint and we will contact Sunshine One-Call of Florida to arrange for them to mark the locations of underground utilities. We request that the Client or the city participate in selecting boring locations in the field so we can minimize the impact to traffic. We also request that the Client and the city provide us with utility drawings. **Langan and its subcontractors can not be responsible for damage to underground utilities that are not properly identified on the plans or in the field.**

A Langan geologist will collect SPT samples every 5 ft to a maximum depth of 200 ft. Beginning at a depth of 50 ft, Langan will collect a minimum of five groundwater samples at each test boring at 10-ft intervals. We will measure the TDS content of the samples in the field with a portable TDS meter and we will send the samples to a certified environmental laboratory for TDS analysis. Our experience is that the TDS interface becomes deeper as distance from the coast increases; therefore Langan might have to collect as many as 10 samples in a test hole.

Langan will evaluate the geological and water quality data and discuss our findings with the Client, the City, and FDEP. Consultation with FDEP is particularly important for identifying issues that might affect the permitting process for a pressurized Class V well system.

Langan will prepare a report that documents our evaluation of the data and that will be suitable for submittal to FDEP as part of the well permitting package. A State of Florida-licensed Professional Geologist will sign and seal the report. If the data do not provide reasonable assurance of minimal impact, Langan might recommend additional evaluation, e.g., test wells/borings, groundwater modeling, etc. We will advise the Client and submit a separate proposal.

Specific Capacity Test

We understand that the Client wants to understand the ability of the formation to receive discharge and has requested that Langan perform one specific capacity test. The Client is advised that, given the size of the project area and the variation in hydrogeological conditions, one test might not be representative of the entire project area and Langan's ability to render an opinion on the specific capacity of the entire project area would be limited.

Langan will subcontract Dynamic Drilling to assist us in conducting the specific capacity test. We will conduct one specific capacity test in a potential injection zone at a depth below what we would recommend as the minimum casing depth. We will select the location for the test after reviewing the data from the reasonable assurance investigation and in consultation with the Client and with Dynamic.

While drilling below the minimum casing depth, Langan and the driller will identify a potential injection zone and the driller will grout the hole to the bottom of that interval and set the well casing at the top of that interval. The specific capacity test will be a step-drawdown test, which consists of pumping groundwater at three flow rates and monitoring flow rate, drawdown, elapsed time, and recovery time.

Because the specific capacity test will generate a large volume of water at a high flow rate, Langan requests permission to dispose of the ground water and drill cuttings at a City of Hallandale-owned property. This proposal does not include the cost of disposal of the water and cuttings at a permitted disposal facility.

Langan will prepare a report to the Client that summarizes the field work for the specific capacity test, evaluates the data, and provides an estimate of the specific capacity discharge that the aquifer can accommodate.

FEE AND SCHEDULE

We estimate we can complete this scope of work for a not-to-exceed fee of \$58,100, which includes reimbursable expenses (\$400), subcontracted drilling fees (\$11,550 for the SPTs and \$13,400 for the specific capacity test) and laboratory fees (\$525), field work, data evaluation, consultation, and report preparation. Langan will invoice on a time-and-expenses basis according to the attached Schedule of Fees and General Terms and Conditions. This fee assumes eight days to complete two 200-ft-deep test holes and one specific capacity test under normal drilling conditions and assumes that water for drilling is not available on site. If the reasonable assurance requirements are not met by 200 ft bls, additional drilling might be necessary at a rate of \$125/ft.

We expect to complete the boring layout, utility clearances, and coordination within two weeks of authorization, the drilling within three weeks thereafter, and the report within two weeks of receiving the final laboratory reports.

LIMITATIONS AND EXCEPTIONS

Langan does not guarantee that our investigation will conclude that the city can meet the reasonable assurance criteria in the project area. Our experience is that the criteria become harder to meet as distance from the coast increases. We will discuss our findings with the Client, the city, and FDEP. If our investigation indicates that the reasonable assurance criteria cannot be met at one or both locations, we will work with the Client to evaluate alternative solutions to help the city meet its drainage requirements.

This scope of work does not include maintenance-of-traffic (MOT) during drilling in the right of way. The City indicated that it would work with Langan to provide the MOT. Therefore, this estimate does not include the cost of a MOT subcontractor.

The RAR report is a professional opinion of the hydrogeological conditions at the project with respect to minimum casing depth and is not a certification for the use of the drainage wells. The report will make no claims regarding the advisability of installing stormwater drainage wells or the ability of such wells to accept the expected volume of water.

CLOSURE

We look forward to working with Calvin, Giordano & Associates, Inc. and with the City of Hallandale Beach on this project. Please sign below as your authorization to proceed and return a copy of this proposal for our file. Please contact us at (786) 264-7200 if you have questions or concerns. Thank you.

Sincerely,

Langan Engineering & Environmental Services



Daniel Spector, P.G.
Project Manager



Vincent D. Yarina, P.G.
Associate

DS/vdy

Enclosures: Attachment A – Proposed Test Boring Locations
Schedule of Fees and General Terms and Conditions

AUTHORIZATION

Receipt of this proposal, including the Schedule of Fees and General Terms and Conditions annexed hereto, is hereby acknowledged and all of the terms and conditions contained therein are accepted.

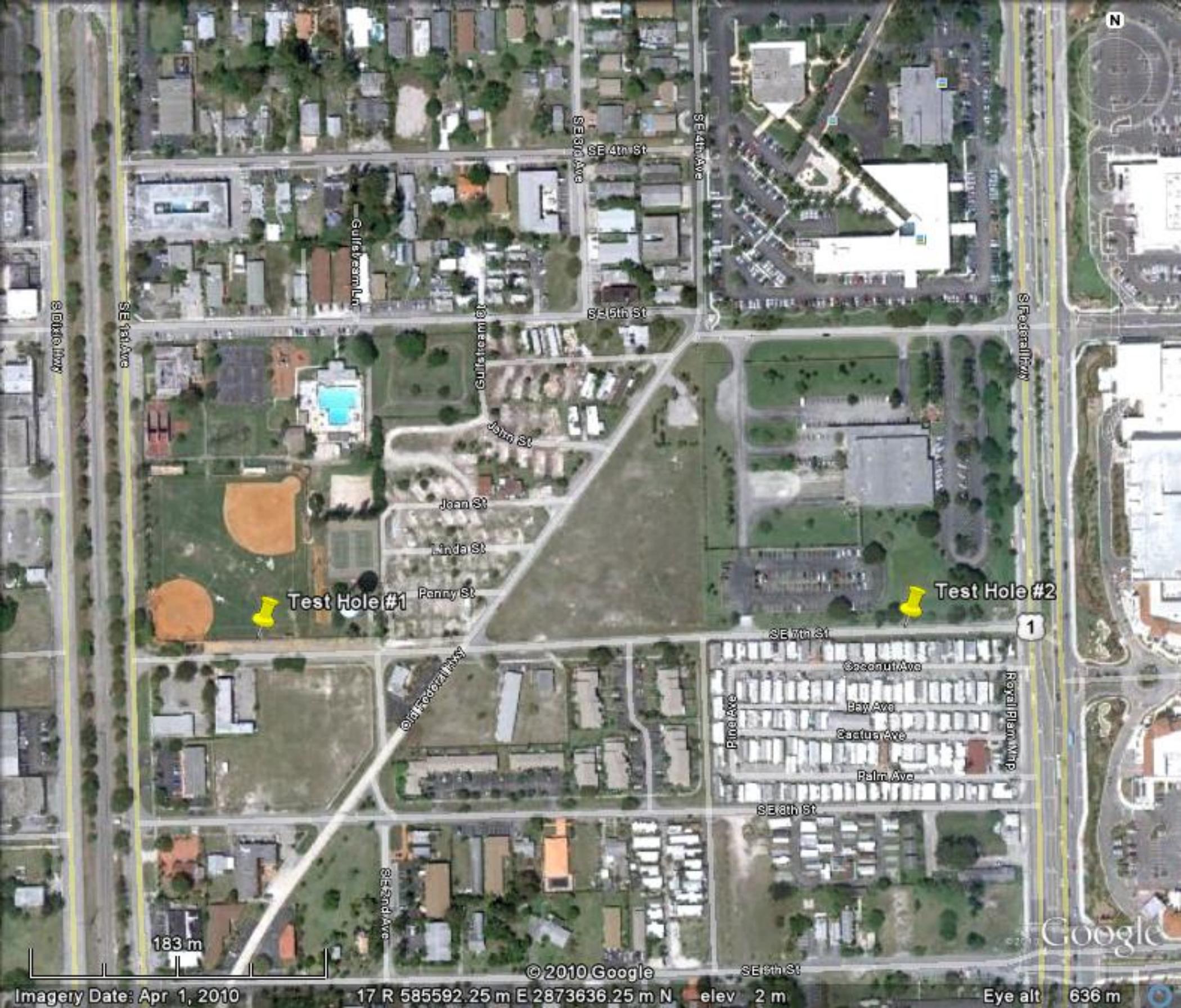
Company: _____ (**"the Client"**)

By/Title: _____

Signature: _____

Date: _____

Attachment A
Proposed Test Boring Locations



N

Test Hole #1

Test Hole #2

1

183 m

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Google

Imagery Date: Apr 1, 2010

17 R 585592.25 m E 2873636.25 m N elev 2 m

Eye alt 636 m

SCHEDULE OF FEES AND CONDITIONS

Effective 1 January 2008

BILLING CATEGORY

HOURLY BILLING

	RATE
Principal	\$250
Senior Project Personnel	\$220
Project Personnel Level III	\$200
Project Personnel Level II	\$190
Project Personnel Level I	\$175
Assistant Project Personnel – Level III	\$160
Assistant Project Personnel – Level II	\$153
Assistant Project Personnel – Level I	\$145
Senior Personnel/Scientist/Designer – Level III	\$122
Senior Personnel/Scientist/Designer – Level II	\$117
Senior Personnel/Scientist/Designer – Level I	\$112
Staff Personnel, Designers, Senior Technicians – Level III	\$ 98
Staff Personnel, Designers, Senior Technicians – Level II	\$ 93
Staff Personnel, Designers, Senior Technicians – Level I	\$ 88
Assistant Staff Personnel	\$ 85
Draftspeople, Engineering Technicians, Inspectors	\$ 77
Technicians, Word Processors/Technical Typists, Financial Analysts	\$ 70

- Senior Principals are billed at \$350/hour.
- At any level, personnel may be engineers, geologists, hydrogeologists, landscape architects, regulatory specialists, scientists, toxicologists, wetland specialists, etc.
- Litigation related services, including expert testimony, court appearance, depositions, etc., are billed at \$350/hour for Principals and Senior Project Personnel, and \$250/hour for all other Project Level Personnel.
- This Schedule of Fees has been developed in accordance with "charges for Consulting Engineering Services", specified by the ASCE in its standard manual No. 45, 2002 revised edition. Langan reserves the right to make adjustments for individuals within these classifications as may be necessary by reason of promotion, and to increase our hourly billing rates due to annual salary increases.

COMPUTER SERVICES

The fee services on our in-house computers is billed on a time bases at the following rates:

	Rate Per Hour
CADD, GIS and Terrain Modeling Programs	\$ 30
Engineering Programs/Digitizing	25
Plotting (minimum charge; 3 minutes)	50
PC Entry	10

REIMBURSABLE EXPENSES

PROFESSIONAL LIABILITY AND RELATED INSURANCE

A surcharge of 4% will be added to the invoice total to cover the cost of Professional Liability insurance and related costs of insurance.

IN-HOUSE GEOTECHNICAL LABORATORY TESTS

Laboratory testing will be billed at unit rates depending on the type of test. A schedule of unit prices for standard laboratory tests will be furnished upon request. Engineering soil and/or rock samples will be stored for 90 days without charge and will be discarded, or returned the client, unless otherwise requested by the client. Sample storage past 90 days will be billed at \$105.00 per box per month.

HEALTH AND SAFETY AND OTHER SPECIAL FIELD EQUIPMENT

Special equipment such as nuclear densometers, seismographs, load test equipment, surveying equipment, disposable protective equipment, respirator cartridges, OVA's and similar safety and/or monitoring equipment will be billed on daily, weekly or monthly rates. A rate schedule will be provided upon request.

SUBCONTRACTED CHARGES

All subcontracted work including laboratory analyses, borings, test pits, report reproduction, outside computer services, surveying, etc., will be billed at cost plus 15%.

OTHER EXPENSES

All expenses incurred for special supplies, plan reproduction, long distance communications, travel and subsistence and other project related expenses will be billed at cost plus 10%. Car mileage is billed at \$.51/per mile. Sampling vans are billed at daily rates plus mileage.

TERMS

Invoices are payable within 30 days. A service charge of 1.0% per month will be imposed on all bills not paid within 30 days. If a bill remains unpaid after 60 days, we will discontinue our work until payments are received to bring your account current. We reserve the right to terminate an account without notice for non-payment.

GENERAL TERMS AND CONDITIONS

A. SCOPE OF SERVICES AND ADDITIONAL SERVICES

All services provided by Langan Engineering and Environmental Services, Inc. or, in New York State, Langan Engineering and Environmental Services, Inc., P.C. or Langan International ("LANGAN"), regardless of commencement date, will be covered by this Agreement. Unless modified in writing by the parties, the duties of LANGAN shall not be construed to exceed those Services specifically set forth in the proposal. However, if requested by the CLIENT and agreed to by LANGAN, LANGAN will perform additional services ("Additional Services"), and such Additional Services shall be governed by these provisions. Unless otherwise agreed to in writing, the CLIENT shall pay LANGAN for the performance of any Additional Services an amount based upon LANGAN's then-current hourly rates.

B. STANDARD OF CARE

LANGAN's services will be performed, prepared, and presented in accordance with this Agreement and in a manner consistent with generally accepted professional engineering, surveying, geotechnical, environmental and geological standards ordinarily exercised by other professionals performing similar services under similar circumstances at the place and time the services are being performed. LANGAN shall exercise reasonable professional care in its efforts to comply with codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement. The Client agrees that no other representation, warranty or guarantee, expressed or implied, is provided by LANGAN or is presumed given by LANGAN under this Agreement or in any report, opinion, or any other document prepared by LANGAN or otherwise.

C. CLIENT RESPONSIBILITIES

In addition to other responsibilities described herein, the CLIENT shall: (i) provide all information and criteria as to the CLIENT's requirements, objectives, and expectations for the project, including all numerical criteria that are to be met and all standards of development, design, or construction; (ii) provide to LANGAN all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in LANGAN's opinion, such as site survey and engineering data, environmental impact assessments or statements, zoning or other land-use regulations, upon all of which LANGAN may rely; (iii) review all documents or oral reports presented by LANGAN and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of LANGAN; (iv) furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of LANGAN's services; (v) give prompt written notice to LANGAN whenever the CLIENT becomes aware of any development that affects the scope and timing of LANGAN's services or any defect or noncompliance in any aspect of the project; and (vi) bear all costs incident to the responsibilities of CLIENT. LANGAN shall have the right to rely on the accuracy and completeness of all information furnished to it by the Client.

D. INVOICING, SERVICE CHARGES AND NO RIGHT OF SETOFF

LANGAN will submit monthly invoices to CLIENT and a final bill upon completion of Services. CLIENT shall notify LANGAN within two weeks of receipt of invoice of any dispute with the invoice. CLIENT and LANGAN will promptly resolve any disputed items. Payment on undisputed invoice amounts is due upon receipt of invoice by CLIENT and is past-due thirty (30) days from the date of the invoice. A service charge of 1% per month will be imposed on all bills not paid within 30 days. In the event of a suspension of services or termination of the Agreement by LANGAN in accordance with Section P of these General Terms and Conditions, LANGAN shall have no liability for any delay or damage of any kind actually or allegedly caused by such suspension of services or termination. The Client shall have no right of setoff against the amounts due to LANGAN and no deductions shall be made from LANGAN's compensation on account of any actual or alleged claim, action, breach, error, omission, tort, fault, wrong, liability, penalty or damage actually or allegedly caused by, arising from or relating to LANGAN, LANGAN's services on the Project, or this Agreement.

If LANGAN files a claim against the Client arising out of the Client's failure to make payments in accordance with this Agreement and Client subsequently asserts any claim or claims against LANGAN relating to allegations of professional negligence in performance of LANGAN'S services under this Agreement, LANGAN shall be entitled to reimbursement of any costs incurred by LANGAN in the defense of the professional negligence claim(s), including any expenses incurred as part of LANGAN'S professional liability insurance deductible, to the extent LANGAN is successful in its compensation claim or negligence defense.

E. RIGHT OF ENTRY

The Client will provide for right of entry in order for LANGAN to perform its services. While LANGAN will take all reasonable precautions to minimize any

damage to the property, it is understood by the Client that in the normal course of work some damage may occur, the correction of which is not part of this Agreement.

F. JOBSITE SAFETY AND CONTROL OF WORK

LANGAN shall take reasonable precautions to safeguard its own employees. Except as otherwise expressly agreed to in writing by LANGAN, LANGAN shall have no responsibility for the safety program at the Project nor the safety of any contractor, subcontractor or other person. Neither the professional activities of LANGAN nor the presence of LANGAN's employees and subcontractors at the Project site shall be construed to confer upon LANGAN any responsibility for any activities on site performed by personnel other than LANGAN's employees. The Client agrees that LANGAN shall have no power, authority, right or obligation to supervise, direct, stop the work of or control the activities of any contractors or subcontractors or construction manager, their agents, servants or employees.

G. EXISTING CONDITIONS AND SUBSURFACE RISKS

Special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program implemented in accordance with a professional Standard of Care may fail to detect certain conditions. The environmental, geologic, geotechnical, geochemical, and hydrogeologic conditions that LANGAN interprets to exist between sampling points may differ from those that actually exist. Client recognizes that actual conditions may vary from those encountered at the locations where borings, sampling, surveys, observations or explorations are made by LANGAN and that the data, interpretation, and recommendations of LANGAN are based solely on the information available to it. Furthermore, CLIENT recognizes that passage of time, natural occurrences, and/or direct or indirect human intervention at or near the site may substantially alter discovered conditions. LANGAN shall not be responsible for interpretations by others of the information it develops or provides to the Client.

LANGAN will take reasonable precautions to avoid damage or injury to subterranean structures or utilities in the performance of its services. CLIENT agrees to defend, indemnify, and hold LANGAN harmless for any damage to subterranean structures or utilities and for any impact this damage may cause where the subterranean structures and utilities are not called to LANGAN's attention or are not correctly shown on the plans furnished.

H. HAZARDOUS MATERIALS

Unless otherwise expressly agreed to in writing, the parties acknowledge that LANGAN'S scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, mold, waste, radioactive materials or any other hazardous substances).

I. INDEMNIFICATION

Subject to the provisions of Section J of this Agreement, LANGAN agrees to indemnify and hold harmless Client and Client's parents, subsidiaries, affiliates, partners, officers, directors, shareholders, employees and agents for any and all claims, damage obligations, liabilities, suits, demands and losses for personal injury and/or property damage including reasonable attorney's fees and all other expenses and disbursements, asserted by any third parties to the extent arising out of the negligent acts or omissions of LANGAN in the performance of its services under this Agreement. LANGAN shall not be responsible for any loss, damage, or liability arising from any acts by the Client or any of its agents, employees, staff, or other consultants, subconsultants, contractors or subcontractors. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations.

To the fullest extent permitted by law, the Client agrees to defend, indemnify, and hold LANGAN and LANGAN's parents, subsidiaries, affiliates, partners, officers, directors, shareholders, employees and agents harmless for any and all claims, damage obligations, liabilities, suits, demands and loss, including reasonable attorneys' fees and all other costs, expenses and disbursements, to which LANGAN may be subject, actually or allegedly arising from or relating to (i) any unknown site condition or subterranean structures of which LANGAN does not have actual knowledge; (ii) any errors, omissions or inconsistencies in any data documents, records or information provided to LANGAN by Client; (iii) any breach, tort, error, omission, wrong, fault or failure to comply with law of the Client or third party over whom LANGAN has no control; (iv) the transport, treatment, removal or disposal of all Samples; and (v) Client's unauthorized use or copyright violation of plans, reports, documents and related materials prepared by LANGAN. In the event any part of this indemnification is void as a matter of law, then only that portion that is deemed void as a matter of law shall be stricken and the balance of this indemnification shall remain in full force and effect.

J. LIMITATION OF LIABILITY

The Client agrees to limit LANGAN's liability to the Client and to any and all of the Client's, parents, subsidiaries, affiliates, partners, officers, directors, shareholders, employees, agents, construction managers, contractors, subcontractors, consultants, subconsultants and insurers for any and all damages arising out of or relating to the performance of LANGAN's services under this Agreement, such that LANGAN's aggregate liability to all those named will not exceed the lesser of (i) LANGAN's fee for its services on the Project or (ii) the proceeds recoverable from LANGAN's insurance. In the event that this limitation of liability provision is deemed void as a matter of law, then LANGAN's liability pursuant to this Section J shall be limited to the lowest amount allowable as a matter of law. Client agrees to notify any construction manager, contractor, subcontractor, or consultant who may perform work on behalf of Client in connection with any design, report or study prepared by LANGAN of such limitation of professional liability for defects, errors, omissions or negligence and to require as a condition precedent to their performing their work a like indemnity and limitation of liability on their part in favor of LANGAN.

To the fullest extent permitted by law, the Client further agrees that no shareholder, officer, director, partner, principal or employee of LANGAN shall have personal liability for any act, omission, breach, tort, fault or wrong arising from or relating to LANGAN's services on the Project or under this Agreement.

LANGAN and the Client waive consequential or special damages, including, but not limited to, loss of use, profits, revenue, business opportunity, or production, for claims, disputes, or other matters in question arising out of or relating to the services provided by LANGAN regardless of whether such claim or dispute is based upon an alleged breach of contract, willful misconduct or negligent act or omission of either of them or their employees, agents, subconsultants, or other legal theory. This mutual waiver is applicable without limitation to either party's termination of this Agreement pursuant to the terms set forth herein.

To the extent damages are covered by property insurance, LANGAN and the Client waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. LANGAN and the Client, as appropriate, shall require of the contractors, subcontractors, consultants, subconsultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

K. INSURANCE

LANGAN maintains workers' compensation, general liability, property, automobile and professional liability insurance. Certificates of insurance will be issued to the Client upon a written request from the Client. Client agrees that it will require the construction manager, general contractor or, if Client has not retained a construction manager or general contractor, the contractor(s) responsible for performing the work reflected by or relating to LANGAN's services on the Project, to name LANGAN as an additional insured on its Commercial General Liability and Automobile Liability Insurance. CLIENT shall not require LANGAN to sign any document or perform any Service that, in the judgment of LANGAN, would risk the availability or increase the cost of its professional or general liability insurance.

L. CLIENT REQUIRED TO SERVE A NOTICE OF CLAIM

The Client shall make no claim (directly or in the form of a third-party claim) against LANGAN, unless the Client has first provided LANGAN with a written certificate, executed by an independent engineer, surveyor or geologist, as may be applicable to the claim, or other appropriate professional licensed in the state in which the Project is located, specifying and certifying each and every act or omission that the Client contends constitutes a violation of the standard of care governing a geotechnical, civil or environmental engineer, surveyor or geologist or other professional, as the case may be, performing professional services under similar circumstances. Such certification shall be provided to LANGAN thirty (30) calendar days prior to the institution of any legal proceeding by Client.

M. FORCE MAJEURE

LANGAN shall not be responsible or liable for any delays in performance or failure of performance related to any force majeure event, including but not limited to fire, flood, explosion, the elements, or other catastrophe, acts of God, war, riot, civil disturbances, terrorist act, strike, lock-out, refusal of employees to work, labor disputes, inability to obtain materials or services, or delays caused by the Client, its agents, contractors, subcontractors, consultants, subconsultants or employees, or any governmental regulation or agency, or for any other reason beyond the control of LANGAN.

N. OPINION OF COST

Consistent with the Standard of Care in Section B of this Agreement, any opinions rendered by Langan as to costs, including, but not limited to, opinions as to the costs of construction, remediation and materials, shall be made on the

basis of its experience and represent its judgment as an experienced and qualified professional familiar with the industry. LANGAN cannot and does not guarantee that proposals, bids, or actual costs will not vary from its opinions of cost. LANGAN's services required to bring costs within any limitation established by the CLIENT will be paid for as Additional Services.

O. PROFESSIONAL WORK PRODUCT

All reports, opinions, notes, drawings, specifications, data, calculations, and other documents prepared by LANGAN ("Documents") and all electronic media prepared by LANGAN are considered its professional work product to which LANGAN retains all rights. CLIENT acknowledges that electronic media are susceptible to unauthorized modification, deterioration, and incompatibility; and therefore, CLIENT cannot rely upon the electronic media version of LANGAN's professional work product. All Documents provided by LANGAN to Client as part of the services are provided for the sole and exclusive use of the Client with respect to the Project and/or subject property. The Client agrees not to use the Documents for any other purpose, future additions or alterations to this Project or for other projects or property without LANGAN's express written consent. Any unauthorized use of the Documents will be at the Client's sole risk and without liability to LANGAN or its subconsultants. Accordingly, Client shall defend, indemnify, and hold harmless LANGAN from and against any and all losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized use.

P. TERMINATION

Except as otherwise provided in this Agreement, this Agreement may be terminated by either party upon not less than seven (7) calendar days' written notice should the other party fail substantially to perform in accordance with the terms and conditions of this Agreement through no fault of the party initiating the termination. If the defaulting party fails to cure its default within the seven (7) calendar day notice period or fails to commence action to cure its default if the cure cannot reasonably be completed within the seven (7) days, the non-defaulting party may terminate the Agreement. Failure of the Client to make payments to LANGAN in accordance with this Agreement shall be considered substantial non-performance and grounds for termination or suspension of services at LANGAN's option after such seven (7) day notice period or anytime thereafter. In the event of termination, LANGAN shall be compensated for all services performed and reimbursable expenses incurred prior to such termination and all termination expenses.

Q. DISPOSAL OF SAMPLES

All samples, contaminated or otherwise ("Samples"), collected by LANGAN while performing services under this agreement are the property and responsibility of the Client. LANGAN may dispose of Samples in its possession after ninety (90) calendar days unless otherwise required by law or other arrangements are mutually agreed to in writing by the parties. At all times, any and all rights, title and responsibility for Samples shall remain with the CLIENT and under no circumstances shall these rights, title and responsibility be transferred to LANGAN.

R. RIGHT TO REFERENCE PROJECT

Client agrees that LANGAN has the authority to use its name as a client and a general description of the Project as a reference for other prospective clients.

S. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties hereto and their respective legal representative successors and assigns as provided herein. No party shall assign or transfer this Agreement without the prior written consent of the other party. The parties agree that this Agreement is not intended to give any benefits, rights, actions or remedies to any person or entity not a party to this Agreement, as a third-party beneficiary or otherwise under any theory of law.

T. DISPUTE RESOLUTION

LANGAN and Client agree that any disputes arising under this Agreement and the performance thereof shall be subject to non-binding mediation as a prerequisite to further legal proceedings.

U. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the state in which the office of LANGAN that issued the Proposal is located.

V. ENTIRE AGREEMENT

This Agreement (consisting of these General Terms and Conditions, LANGAN's Fee Schedule if applicable and any Proposal which these Conditions accompany and of which they are part) constitutes the entire agreement between the parties, supersedes any and all prior agreements or representations of the parties to this agreement, and may not be modified, amended, or varied except by a document in writing signed by the parties hereto.