



April 22, 2024

City of Hollywood
Design & Construction Management
P.O. Box 229045
Hollywood, FL 33022-9045

Attn: Ms. Heather Baburek Guenot, P.E.
Senior Project Manager

Subject: Proposals to Provide Services
City of Hollywood - New Police Headquarters
401 South Park Road
Hollywood, FL 33021

Dear Ms. Guenot:

NOVA Engineering and Environmental, LLC (NOVA) appreciates the opportunity to submit the attached requested proposals for your consideration for the above referenced project. **NOVA's** submissions are for the construction of a proposed three-story Police Headquarters building, a four-story parking garage including firearms training facility, and a pedestrian bridge between the building and garage. **NOVA's** Proposal No 10101-1024098 for Special (Threshold) Inspection Services recommends a budget of **\$125,000** and an Optional Services Allowance of **\$15,000**. **NOVA's** Proposal No 10101-0524053 for Building Envelope Consulting and Observation Services estimates a project cost of **\$106,750** and an Optional Services Allowance of **\$45,500**. If you have any questions regarding either of the proposals, please contact us at your earliest convenience.

Base Services

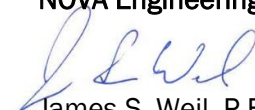
10101-1024098 Special (Threshold) Inspection Services	\$125,000
10101-0524053 Building Envelope Consulting and Observation Services	<u>\$106,750</u>
Subtotal	\$231,750

Optional Services Allowance

10101-1024098 Special (Threshold) Inspection Services	\$ 15,000
10101-0524053 Building Envelope Consulting and Observation Services	<u>\$ 45,500</u>
Subtotal	\$ 60,500
Total	\$292,250

Thank you for considering **NOVA** for these services. We look forward to being of service to you.

Respectfully submitted,
NOVA Engineering and Environmental, LLC


James S. Weil, P.E., S.I.
Senior Engineer

Attachment: NOVA Proposal No 10101-1024098, Special (Threshold) Inspection Services
NOVA Proposal No 10101-0524053, Building Envelope Consulting and Observation Services



April 16, 2024

City of Hollywood
Design & Construction Management
P.O. Box 229045
Hollywood, FL 33022-9045

Attn: Ms. Heather Baburek Guenot, P.E.
Senior Project Manager

Subject: Proposal to Provide Special (Threshold) Inspection Services
City of Hollywood - New Police Headquarters
401 South Park Road
Hollywood, FL 33021
NOVA Proposal No 10101-1024098

Dear Ms. Guenot:

NOVA Engineering and Environmental, LLC (NOVA) appreciates the opportunity to submit this proposal to provide Special (Threshold) Inspection Services for the above referenced project. This proposal includes our understanding of the project based upon the provided information, our proposed scope of services, fees and schedule, and method by which to authorize our services.

PROJECT INFORMATION

Construction will consist of a proposed three-story Police Headquarters building, a four-story parking garage including firearms training facility, and a pedestrian bridge between the building and garage. The Police Headquarters building's construction area will be approximately 99,000 square feet and the parking garage's construction area will be approximately 145,000 square feet. The project will be developed on a net lot area of approximately 160,106 square feet.

The scope of work for the building structure includes cast-in-place concrete at slab-on-grade, elevated cast-in-place concrete slabs on precast joists and soffit beams, concrete columns, beams and shearwalls, reinforced masonry walls, and structural steel columns and beams. The building's envelope will include architectural precast walls, glazed aluminum storefronts, curtain walls and aluminum windows. The garage and pedestrian bridge construction includes cast-in-place concrete at slab-on-grade, precast concrete structure, cast-in-place concrete and reinforced masonry walls. Both the building and garage will be supported on shallow foundation systems with spread footings at columns and shearwalls and continuous footings at other concrete and masonry walls.

The provided Draft GMP Schedule reflects a Construction timeline from June 10, 2024 to July 24, 2026. The Mobilization and Site Prep starts on September 9, 2024 and the final activity that would involve NOVA inspections, building structural steel and glazing, will be completed on January 16, 2026. The total involvement for NOVA is estimated at 495 calendar days. This does not include any pre-construction meetings that may occur before September 9, 2024, nor does it include any offsite

inspections of precast elements which are scheduled for fabrication and delivery between June 21, 2024 and December 9, 2024.

PROPOSED SCOPE OF WORK

NOVA proposes to provide Special (Threshold) Inspection services as required by the construction documents and by Florida Statutes. A set of structural drawings dated February 15, 2024, prepared by George F. Young, Inc. were obtained from the file download site. This proposal is based upon the requirements listed in the Threshold Inspection Plan on sheet S-003 and our experience with projects of similar size and construction in the area. A detailed breakdown of the proposed scope of services to be provided, including fees, is included herein.

SPECIAL (THRESHOLD) INSPECTIONS

Pursuant to Florida Statute §553.71(7) a building having an Assembly Occupancy which exceeds 5,000 sq. ft. and 500 persons or any building greater than three stories or 50' in height is deemed to be a "Threshold Building".

Florida Statute 553.79 (5) (b) requires that the "fee owner" of a project select and pay for all costs of employing a Special (Threshold) Inspector. If you are not the fee owner or are not given legal authority by the fee owner to act on their behalf, please kindly forward this proposal to the fee owner for their consideration. Execution of this contract for services by any party other than the fee owner implies that a legal agreement exists between the fee owner and the party signing the contract.

If **NOVA** is engaged for these services, Mr. James Weil, PE, SI will serve as the licensed Special Inspector. In addition to periodic visits to the site by Mr. Weil, **NOVA** will schedule duly authorized and experienced Special Inspector Authorized Representatives, meeting requirements of the Florida Administrative Code 61G15-35.004, to be on-site to provide the required inspections when requested by the General Contractor or Owner's representative.

The work of the Special Inspector requires involvement of the Structural Engineer of Record (SEOR) during construction of the new facilities. The SEOR's primary involvement, as it relates to **NOVA's** Threshold services, is to review structural shop drawings, respond to structural RFIs, and provide acceptance or remedial requirements for portions of the contractor's work that deviate from the permitted structural documents. The "Fee Owner" is requested to contract with the SEOR (or Prime Professional under which the SEOR provides services as a consultant) for performance of these, and other required, responsibilities during the General Contractor's execution of the structural work.

Please be advised that once **NOVA Engineering and Environmental** representatives have reviewed and reported on a portion of the structure, our inspection responsibility for that area is considered complete. Subsequent work involving cuts, cores, drilling or removal of any part of the previously accepted portion of the structure is the responsibility of the General Contractor to control and report to **NOVA** and to the Structural Engineer of Record. **NOVA** is not responsible for monitoring/reporting nor for any damages resulting from activities of the General Contractor or sub-contractors in those areas that were previously inspected and considered to be complete.

NOVA will provide the required personnel and equipment to perform Special (Threshold) Inspections pursuant to the requirements of the Threshold Inspection Plan, Florida Building Code and local amendments. **Special (Threshold) Inspections** are generally required for the following structural components:

- Review soil compaction test results for compliance with the permitted design documents
- Review of concrete and masonry grout strength test results for compliance with permitted design documents
- Verification of concrete elements size and reinforcing steel
- Verification of size and placement of precast soffit beams and joists
- Observe concrete and grout placement for duration required by Threshold Inspection Plan
- Verification that shoring has been inspected and accepted by the GC's shoring/reshoring designer/engineer
- Concrete masonry wall reinforced filled cells and tie beams
- Verification of structural steel connections (welded and bolted)
- Verification of garage precast components and connections
- Observe connection of storefront, window systems and curtain wall systems to building structural elements
- Observation of Architectural precast components at the jobsite for structural damage
- Observe connection of Architectural precast components to the primary structure

Experienced Special Inspection Authorized Representatives will be assigned tasks as scheduled by our client and/or the contractor's representative. Please note, we request a minimum of 24-hour notice be provided when scheduling our services so that we may efficiently coordinate our staff.

COMPENSATION

The fees provided in this proposal are based upon the provided schedule and total time (portal to portal) required for reviews. Inspection services will be invoiced based upon the accrued time for inspections performed in the field, report review and processing in accordance with the rates in the attached Schedule of Hourly Rates. **We recommend a budget of \$125,000 for Special (Threshold) inspection services.** This rate is inclusive of site inspection time, trip charges and report review by our licensed special inspector. This budget is based on part-time visits and allows for approximately 1,200 hours of (portal-to-portal) inspection time.

Therefore, to keep **City of Hollywood Design & Construction Management** updated on the charges incurred and to provide a comparison of charges incurred versus budgeted funds, we will invoice monthly. Any deviations in tests or inspections performed, times or locations required to complete such tests/inspections, etc. will be clearly communicated.

We recommend that a contingency be added to the recommended budget to cover unforeseen costs such as re-inspections for observed deficiencies, overtime, etc. The optional services would only be scheduled by our client and/or the contractor's representative and services will not be performed without prior authorization of the client.

OPTIONAL SERVICES ALLOWANCE

\$ 15,000

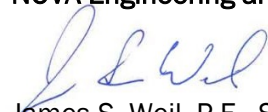
Field reports will be provided daily to on-site personnel designated by you. Electronic (PDF) copies of these reports will be e-mailed to all parties indicated by **City of Hollywood Design & Construction Management**. If hard copies are needed, two sets of signed and sealed inspection reports will be submitted weekly to **City of Hollywood Design & Construction Management**.

AUTHORIZATION OF SERVICES

Please acknowledge your acceptance of this proposal and attached Terms & Conditions, which are considered an integral part of this contract, by signing below and returning a copy of this letter to either undersigned. If the standard general terms and conditions attached are determined to be in conflict with any provision of this proposal's text, then the text of the proposal itself shall govern in said instance, but the remaining provisions and sub-provisions included in the attached general terms and conditions shall not be affected thereby.

Thank you for considering **NOVA** for these services. We look forward to being of service to you.

Respectfully submitted,
NOVA Engineering and Environmental, LLC



James S. Weil, P.E., S.I.
Senior Engineer



Brian Snell, P.E., S.I.
Principal Technical Professional

Attachment: Professional Acceptance Agreement Form
Schedule of Hourly Rates
Estimated Cost Breakdown
NOVA General Terms and Conditions

NOVA ENGINEERING AND ENVIRONMENTAL, LLC
PROFESSIONAL ACCEPTANCE AGREEMENT FORM

DATE: April 16, 2024	PROPOSAL NO.: 10101-1024098
PROJECT NAME AND ADDRESS City of Hollywood - New Police Headquarters 401 South Park Road Hollywood, FL 33021	CLIENT NAME AND ADDRESS Heather Baburek Guenot, P.E. Senior Project Manager City of Hollywood Design & Construction Management P.O. Box 229045 Hollywood, FL 33022-9045 Phone: (954) 921-3931 Email: hguenot@hollywoodfl.org
Estimated Fees*: <div style="float: right;"><u>Accepted</u></div> Special (Threshold) Inspection Services.....\$ 125,000 <input type="checkbox"/> Optional Services Allowance.....\$ 15,000 <input type="checkbox"/>	
<small>* The costs for all requested services will be invoiced in accordance with the attached schedule of hourly rates, for complete pricing estimate information, see text of proposal.</small>	

The attached General Terms and Conditions will govern during execution of this project. NOVA will invoice monthly and our payment terms are net 30 days. This proposal is valid for 90 days. If this proposal is acceptable, please sign and return this Professional Acceptance Agreement Form via facsimile to (954) 424-2580 or by email to Jhill@usanova.com.

AUTHORIZED BY:	INVOICE TO:
Signature	Firm
Name	Name
Title	Address
Date	Fed Tax ID:
	Email Address:

SCHEDULE OF HOURLY RATES

INSPECTIONS, PROJECT MANAGEMENT & EXPENSES	PRICE	UNIT
Licensed Special Inspector/Technical Professional	\$150.00	HR
Project Engineer/Professional	\$125.00	HR
Staff Engineer/Professional	\$110.00	HR
Special Inspector Authorized Representative	\$85.00	HR ⁽²⁾
Administrative Staff	\$45.00	HR
Direct Expenses (i.e. coring, surveying equipment, etc.)	Cost plus 15%	
Trip Charge	\$25.00	Per Trip

- (1) Minimum Charge of 4 tests per site visit
- (2) Minimum Charge of 4 hours per site visit
- (3) Minimum Charge of 2 hours per site visit

Note: In addition, a cancellation charge of 1 hour of the personnel time will apply to each scheduled site visit that is cancelled without a four (4) hour advance notice. Premium rate charges will be applicable for services performed outside normal working hours (7:00 a.m. to 5:00 p.m), over 8 hours per day, and on Saturdays, Sundays and holidays at 1.5 times the standard hourly rate for engineers, inspectors and technicians. Time will be billed in hourly increments.

City of Hollywood - New Police Headquarters

ESTIMATED COST BREAKDOWN

Threshold Building		Estimated Inspections		
Item	Special Inspections	hours	trips	cost
1	Foundation and SOG Building and Garage	200	45	\$18,125
2	Building structure above ground	450	100	\$40,750
3	Precast Parking Garage Structure	135	30	\$12,225
4	Structural Steel behind Curtain Wall	24	8	\$2,240
5	Steel Stairs	6	2	\$560
6	Curtain Wall	66	22	\$6,160
7	Storefront	24	12	\$2,340
8	Windows	48	16	\$4,480
9	Arch Pre-cast	168	56	\$15,680
10	Concrete and Masonry walls in envelope	54	18	\$5,040
11	Licensed Special Inspector	116		\$17,400
	Sub Total			\$125,000
	Optional Services Allowance			
12	Unforeseen Inspections	30	10	\$2,800
13	Overtime Inspections	45	12	\$4,125
14	Re-inspections	45	15	\$4,200
15	Additional site meetings	15	5	\$2,375
16	Licensed Special Inspector	10		\$1,500
	Sub Total			\$15,000
	Total			\$140,000

NOVA Engineering and Environmental LLC
GENERAL TERMS AND CONDITIONS

1. SCOPE OF WORK

NOVA Engineering and Environmental LLC (NOVA) shall perform the services limited to and specifically defined in this Agreement (including any Project Specific condition attached hereto) and shall invoice the Client in accordance with the compensation section of this Agreement. Any estimate of cost to the Client as stated in this Agreement or any of the accompanying schedules shall not be considered as a fixed price, but only an estimate (unless otherwise specifically stated in this Agreement). NOVA will provide additional services under this Agreement as requested by the Client in writing subject to acceptance by NOVA. Client will be invoiced for additional services at NOVA's standard rates or as mutually agreed upon, including but not limited to, re-reviews, re-inspections, re-tests, stand-by time, scope changes, services outside normal business hours or services provided beyond the estimated project duration. To the extent these General Terms and Conditions are part of a proposal for services, the proposal shall be valid for ninety (90) days unless otherwise stated. Once a proposal is accepted, these General Terms and Conditions shall apply to all services performed and shall survive any termination of the Agreement or completion of services.

Notwithstanding any other provision of this Agreement or any other agreement entered into by NOVA with respect to the Project, NOVA shall not have control or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with work or activities at the project site, for the acts or omissions of any contractor, subcontractors or any other persons performing any work or undertaking any activities at the project site, or for the failure of any of them to carry out any work or perform their activities in accordance with their contractual obligations, including, but not limited to, the requirements of any drawings, specifications or other documents prepared by NOVA (if any).

The review of contractor submittals (for example, shop drawings or project samples) is not included in NOVA's Scope of Services unless specifically set forth in this Agreement. If such services are to be provided, the review is conducted only for the limited purpose of checking for conformance with information given and the design concept expressed in the construction drawings and specifications prepared by NOVA (or by others if so set forth in the Agreement) and is not conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the contractor, all of which remain the responsibility of the contractor to the extent required by its contract. NOVA's review shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences, or procedures. NOVA's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the drawings, specifications and other documents applicable to the contractor's obligations, NOVA shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the drawings, specifications and other documents prepared by NOVA.

Neither site visits for any purpose nor the observation by NOVA of any contractor's work are included in NOVA's scope of services unless specifically set forth in this Agreement. If NOVA is engaged to visit the site and conduct observations of a contractor's work, NOVA shall provide such services at the intervals agreed with Client in writing (or if no such interval is agreed upon in writing, then at such intervals as NOVA deems appropriate given any budgetary constraints imposed by Client), subject to any limitations on the number of such visits set forth in this Agreement. The general purpose of such observations is to become generally familiar with the progress and quality of the construction work as described in the drawings, specifications or other documents specifically identified in this Agreement and to determine, in general, if such construction work is proceeding in accordance with such drawings, specifications or other identified documents. NOVA shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such construction work. On the basis of such on-site observations as an engineer, NOVA shall keep Client informed of the progress and quality of such construction work and shall endeavor to guard the Client against defects and deficiencies in such work of contractor.

2. RIGHT OF ENTRY

The Client, at its sole cost and expense, will provide for reasonable right of entry of NOVA personnel to perform the scope of work and all necessary equipment to the project site or sites, in order to complete the work.

3. INVOICES

NOVA will submit invoices to Client monthly and a final bill upon completion of services. There shall be no retainage, unless otherwise agreed upon in the Agreement. NOVA shall furnish insurance certificates, lien waivers, affidavits or other reasonably available documents as and when requested by Client provided all amounts due to NOVA have been paid.

Payment is due within thirty (30) days after the receipt of invoice. Interest charges will start to accrue forty-five (45) days from the invoice date. Client agrees to pay an interest charge equal to the lesser of one and one-half percent (1½%) per month, or the maximum rate allowed by law, on past due accounts. NOVA shall be entitled to recover any and all costs incurred, including attorneys' fees ("Collection Costs") in connection with its efforts to collect past due sums. The minimum amount of such Collection Costs is agreed to be the lesser of (1) ten percent (10%) of the past due amount or (2) the maximum amount allowed by law. Any attorney's fees, collection fees or other costs incurred in collecting any delinquent amount shall be paid by Client. The Client agrees to pay NOVA for its services in accordance with this Agreement, regardless of whether or not he has been paid by his client.

In the event that the Client disputes any items billed in an invoice, the Client shall notify NOVA within ten (10) days specifying the complaint and, in the meantime, all amounts to which there is not a reasonable and good faith dispute to payment shall be paid promptly. Any dispute not raised within such ten (10) day period is waived. The Client's failure to make timely payment due under this Agreement in accordance with the terms of this Agreement shall constitute a material breach of this Agreement and NOVA shall be entitled, upon seven (7) days written notice to Client to terminate this Agreement or, at its option, suspend its performance until all sums then due under this Agreement have been paid.

If NOVA is called upon by Client, or subpoenaed by any other person, to testify or produce records in an action at law, equity, arbitration, or in a pre-trial hearing or conference, as to any work performed by anyone in connection with the Project, NOVA shall be paid by the Client for all time spent while testifying and preparing therefor and producing such records in accordance with the rates set forth in the attached Agreement.

4. SAFETY

NOVA is only responsible for the safety on site of its own employees and subcontractors. However, this shall not be construed to relieve the Client or any of its contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of NOVA, nor the presence of NOVA's employees and subcontractors shall be construed to imply NOVA has any responsibility for job safety or any activities on site performed by personnel other than NOVA's employees or subcontractor.

5. STANDARD OF CARE

Service performed by NOVA 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 in the location where the services are to be performed ("Standard of Care").

Notwithstanding anything in this Agreement to the contrary, NOVA shall only be liable to pay damages to Client arising out of or in connection with the Services or this Agreement, to the extent that such damages are caused by, and are in proportion to, the negligence of, or breach of the Standard of Care by, NOVA. If NOVA is considered to be liable jointly with any third parties, the portion of damages payable by NOVA shall be limited to the portion of liability which is attributable to NOVA's breach of the Standard of Care on a comparative fault basis. Client acknowledges that NOVA's services will be rendered without any warranty, express or implied and all such warranties are expressly waived by Client. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party, including the project owner (if not the Client) and any contractor, subcontractor, vendor or material supplier, against either the Client or NOVA.

6. INSURANCE & GENERAL LIABILITY

NOVA represents and warrants that it and its agents, staff and consultants employed by it are protected by worker's compensation insurance and that NOVA has such coverage under public liability and property damage insurance policies which NOVA deems to be adequate and in line with other professional service firms currently practicing under similar conditions. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Additional insurance, if requested in writing by Client prior to commencement of services, will be obtained by NOVA, if procurable, and charged to the Client.

NOVA Engineering and Environmental LLC
GENERAL TERMS AND CONDITIONS

The Client shall cause any contractor responsible for the construction of work (or related activities) designed, specified or reviewed by NOVA or responsible for any other activities relating to NOVA's services, to hold harmless, indemnify and defend NOVA, to the fullest extent permitted by law, from and against any and all damages, liabilities, claims, suits, costs and expenses (including reasonable attorney's fees and other costs of investigation and defense) arising in connection with the negligence, breach of contract or strict liability of any contractor or any of their subcontractors or any of their vendors. Client shall also name, and cause such contractor(s) to name, NOVA as additional insureds on its and each such contractor's Commercial General Liability insurance policy and Umbrella/Excess liability insurance policy (with policy limits at the greater of the limits required for the Project or Five Million Dollars per occurrence and in the per project aggregate) and to maintain such coverage until the completion of its contract and to provide NOVA with a Certificate of Insurance so naming NOVA as an additional insured on an annual basis for so long as Client and/or contractor maintains or is obligated to maintain such coverage.

7. DISPUTES

All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be governed by Florida law and shall be submitted to non-binding mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and NOVA shall select a neutral mediator by mutual agreement. If a Dispute cannot be settled through mediation as set forth above, then such Dispute, if involving amounts less than \$100,000, shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree following termination of mediation. Notwithstanding any other provisions of this Section, in no event shall a demand for mediation be made, or any other proceeding initiated, more than two (2) years from the date the party making demand knew or should have known of the dispute or five (5) years from the date of substantial completion of Nova's Services, whichever date shall occur earlier. All mediation, arbitration, or litigation shall take place in Broward County, Florida, unless the parties agree otherwise. The fees of the mediator or arbitrator(s) and the costs of transcription and other costs incurred by the mediator or arbitrator(s) shall be apportioned equally between the parties. Thereafter, with respect to any Disputes involving amounts equal to or greater than \$100,000, if any legal action or other proceeding is brought with respect to such Dispute, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, costs and expenses, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

8. DELAYS IN WORK

In no event, will NOVA will be responsible for delays in the work which is beyond our reasonable control or caused by Client or its agents, consultants, contractors or subcontractors. Stand-by or non-productive time for delays in our work caused by Client or its agents, consultants, contractors or subcontractors may be charged to the Client unless provided for as a separate item in the Agreement or otherwise as mutually agreed upon.

9. TERMINATION

This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In all events of termination, NOVA shall be paid for services performed up to and through the date of termination plus reasonable expenses to demobilize. In the event of termination, or suspension for more than three (3) months, NOVA shall, at its option, be permitted to terminate this Agreement upon seven (7) days written notice to Client. Further, if said termination is prior to NOVA's completion of all reports contemplated by this Agreement, NOVA may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of NOVA in completing such analyses, records, and reports and shall be due and payable by Client promptly upon invoice from NOVA, together with all reasonable termination costs and expenses.

10. ASSIGNS

This Agreement may not be assigned by either party without the prior written consent of the other party, provided, however, that NOVA may assign this Agreement in the case of sale of all or substantially all of its assets or equity. To the extent consent is required it shall not be unreasonably withheld.

11. OWNERSHIP OF DOCUMENTS

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by NOVA, as instruments of service, shall remain the property of NOVA and shall retain all common law, statutory and other reserved rights, including copyrights ("NOVA Documents"). Contingent on the Client's full and timely payment of all sums due under this Agreement, NOVA grants Client a non-exclusive license to use the final and complete versions of the NOVA Documents solely and exclusively for purposes set forth in this Agreement. The forgoing license does not extend to any CADD files or 3D model created by NOVA, unless expressly set forth herein. If NOVA Documents are prepared "for construction", the license granted in the preceding sentences of this Paragraph permits the Client to authorize the contractor and subcontractors, and material or equipment suppliers to reproduce applicable portions of NOVA Documents solely and exclusively for use in performing their services or construction for the Project. NOVA Documents shall only be used for their intended purpose. NOVA Documents are not to be used on other projects, for alternations, extensions or additions to this Project or for completion of this Project by others, except by agreement in writing and with appropriate compensation to NOVA. If Client is granted a license with respect to any CADD files or 3D models, Client agrees to be bound to the terms of the NOVA License for Use of Electronic Files and 3D Models. 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 whatsoever. NOVA will retain all pertinent records relating to the services performed for a period of three (3) years following submission of the report, during which period the records will be made available to the Client at all reasonable times and an administrative fee may be charged to the Client for retrieval and reproduction of such records.

12. FAILURE TO FOLLOW RECOMMENDATIONS

NOVA will not be held liable for problems that may occur if NOVA's recommendations are not followed.

13. LIMITATION OF LIABILITY

Client agrees that the work created pursuant to this Agreement is for the sole and exclusive use of Client and is not for the benefit of any third parties. Client acknowledges and agrees that in no event shall the liability of NOVA in connection with this Agreement or the services provided pursuant thereto exceed the fee actually paid to and received by NOVA under this Agreement or \$100,000 whichever is greater. This Agreement and the services to be performed hereunder shall in no way be construed as a guarantee of deficient-free construction.

Notwithstanding anything to the contrary contained in this Agreement or provided for under any applicable law, neither NOVA nor Client shall be liable to the other party, either in contract or in tort, for any consequential, incidental, indirect, special or punitive damages, including without limitation any delays damages, loss of future revenue, income or profits or any diminution of value, financing costs or costs of lost opportunities relating to this Agreement, the services or the Project, whether or not the possibility of such damages has been disclosed to the other party in advance or could have been reasonably foreseen by such other party.

14. INDEMNIFICATION

Client agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless NOVA, and its officers, directors, agents and employees and any of them (collectively, the "NOVA Parties") from all claims, actions, damages, liabilities, losses, costs and expenses, including reasonable attorney's fees and defense costs (collectively "Losses"), arising out of, or in any way connected with, the performance or nonperformance of NOVA's obligations under this Agreement (including, without limitation, any act of negligence, omission or default by the NOVA Parties), up to an amount not to exceed the greater of \$100,000 or twelve times the amount of the fees charged for the services provided by NOVA in connection with this Agreement and the services hereunder. The parties agree that the foregoing amount of said indemnification bears a reasonable commercial relationship to the services provided by NOVA and that the indemnification provided herein is considered a part of the project specifications. Notwithstanding the foregoing, the NOVA Parties shall not be entitled to indemnification hereunder for any Losses resulting from the NOVA Parties'

NOVA Engineering and Environmental LLC
GENERAL TERMS AND CONDITIONS

gross negligence, or willful, wanton or intentional misconduct or for any statutory violation or punitive damages (except to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of Client or any of the Client's contractors, subcontractors, sub-subcontractors, materialmen or agents of any tier or their respective employees). Except as set forth in the preceding sentence, the NOVA Parties rights to indemnification shall include, without limitation, indemnification for any and all Losses which may be suffered by any NOVA Party as a result of any (i) failure of Client to follow or implement any of its recommendations, (ii) any breach by Client of its obligations under the Agreement, and (iii) exposure of NOVA's employees or agents to any hazardous materials at the jobsite.

Upon notice by the NOVA Parties, Client shall defend the NOVA Parties with counsel chosen by NOVA Parties, subject to the consent of Client, which consent shall not be unreasonably withheld. The parties agree that this duty to defend is separate and distinct from any indemnity obligation, and the duty shall extend to any claims asserted against the NOVA Parties arising out of or related to the project, regardless of whether Client is obligated to indemnify the NOVA Parties for the loss, claim, or damage.

15. HAZARDOUS MATERIALS

It is acknowledged by both parties that NOVA's scope of services does not include any services related to asbestos or hazardous or toxic materials unless specifically identified in our scope of services. In the event NOVA or any other party encounters asbestos or hazardous materials at the jobsite, or should it become known in any adjacent areas that may affect the performance of NOVA's services, NOVA may, without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultants or contractors to identify, abate and/or remove the asbestos, hazardous or toxic materials and warrant that the jobsite is in full compliance with applicable laws and regulations. In addition, the Client shall hold harmless, defend and indemnify NOVA Parties, from and against any and all Claims arising, in whole or in part, out of the discovery, presence, handling, removal or disposal of, or exposure of persons to, any hazardous materials in any form at the Project site, including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB), bacteria, mold, fungi, lead based paints or other similar materials or other toxic substances, infectious materials, or contaminants.

16. SAMPLE DISPOSAL

Unless other arrangements are made, NOVA will dispose of all soil and rock samples remaining at the time of report completion. Further storage or transfer of samples can be arranged at Client's prior written request, subject to a reasonable charge by NOVA. Client acknowledges that contaminated drill cuttings, sample spoils, wash water, and other materials may be produced as a result of encountering hazardous materials at the site. In such event, NOVA shall properly contain, label, and store such materials on-site, and Client shall be responsible for its proper transportation and disposal.

17. AQUIFER CONTAMINATION

Client acknowledges that it is impossible for NOVA to know the exact composition of a site's subsurface, even after conducting a comprehensive exploratory program. As a result, there is a risk that drilling and sampling may result in contamination of certain subsurface areas. Although NOVA will take reasonable precautions in accordance with the Standard of Care to avoid such an occurrence, Client waives any claim against, and (without limiting the generality of Section 14 hereof) agrees to indemnify and hold harmless NOVA in accordance with the terms and conditions set forth in this Agreement from any claim or liability for injury or loss which may arise as a result of subsurface contamination caused by drilling, sampling, or monitoring well installation. Client also agrees to adequately compensate NOVA for any time spent and expenses incurred in defense of any such claim.

18. DEFINITIONS

As used herein, the following words and their derivative words or phrases have the meanings indicated, unless otherwise specified in the various sections of this Agreement.

AGREEMENT: means the Agreement between the parties, which shall describe and govern Client's engagement of NOVA to provide services in connection with the project or work identified in the proposal (Proposal), and consists of the Proposal, these General Terms and Conditions, and any exhibits or attachments referenced in any of these documents.

CERTIFY, CERTIFICATION: NOVA's opinion based on its observation of conditions, knowledge, information and beliefs. It is expressly

understood such opinions relieve no other party of any responsibility or obligation he or she has accepted by contract or custom.

ESTIMATE: An opinion of probable cost for services made by NOVA. The accuracy of probable cost for services opinion cannot be guaranteed.

INSPECT, INSPECTION: The visual observation of certain aspects of construction to permit NOVA to render its professional opinion as to whether the contractor is performing the Work in a manner indicating that, when completed, the Work will be in general accordance with the approved documents. Such observations do not relieve any party from fulfillment of their customary and contractual responsibilities and obligations.

19. LIMITATION OF LIABILITY

It is intended by the parties to this Agreement that NOVA's services under this Agreement shall not subject NOVA's individual employees, officers, shareholders, managers, members or directors to any personal legal exposure for the risks associated with the services to be rendered on the project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against NOVA, a Delaware limited liability company, and not against any of NOVA's employees, shareholders, officers, managers, members or directors.

TO THE FULLEST EXTENT PERMITTED BY LAW, PURSUANT TO FLORIDA STATUTE § 558.0035, NO EMPLOYEE, OFFICER, SHAREHOLDER, MANAGER, DIRECTOR OR AGENT OF NOVA SHALL BE INDIVIDUALLY LIABLE TO CLIENT OR ANY OTHER PERSON FOR ANY NEGLIGENCE, MISCONDUCT OR WRONGFUL ACTS IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR OTHERWISE, WHETHER SUCH CLAIMS ARE BASED IN CONTRACT, STATUTE, OR TORT.

20. MISCELLANEOUS

AMENDMENT: This Agreement may be amended, modified or supplemented, but only in writing signed by each of the parties hereto.

WAIVERS: The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.

SEVERABILITY: If any provision or sub-provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions or sub-provisions contained herein shall not be affected thereby.

INTEGRATION: This Agreement represents the entire understanding and agreement among the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations (if any) made by and among such parties.

SOVEREIGN IMMUNITY: In the event that the Client is the State of Florida or another "state agency or subdivision" within the meaning of Florida Statute Section 768.28(2), then NOVA (and all NOVA Parties) shall for all purposes provided in this Agreement and otherwise be deemed an agent of the Client for purposes of sovereign immunity whether under Florida Statute Section 768.28 and otherwise, including without limitation Florida Statute Section 768.28(9)(a). Client shall fully cooperate, at its sole cost and expense, with NOVA and take all necessary and appropriate actions to qualify NOVA (and the NOVA Parties) for and defend its and their right of sovereign immunity as an agent of the Client for purposes of Florida law, including without limitation under Florida Statute §768.28.

NOVA Employees: Client agrees not to recruit or hire any NOVA employee currently or previously working under this Agreement during the contract period or within twelve months of termination of the contract, either for themselves or any third party. In the event Client violates this clause, NOVA shall have the right of injunctive relief, and Client shall pay NOVA \$25,000 or 25% (percent) of the employee's current annual, base salary, whichever is greater, with payment being made within 15 days of NOVA's written notice to Client of said violation.



April 16th, 2024

City of Hollywood
Design & Construction Management
P.O. Box 229045
Hollywood, FL 33022-9045

Attn: Ms. Heather Baburek Guenot, P.E.
Senior Project Manager

Subject: Proposal for Building Envelope Consulting and Observation Services
City of Hollywood - New Police Headquarters
401 South Park Road
Hollywood, FL 33021
NOVA Proposal No. 10101-0524053.000

Dear Mrs. Guenot:

NOVA Engineering and Environmental, LLC (NOVA) appreciates the opportunity to submit this proposal for Building Envelope Consulting and Observation Services to be performed at the above-referenced property. We understand the complexity of this type of project, the expectations that the team members of the owner, developer, design, and construction teams will require, and look forward to the opportunity to provide such services. This proposal includes our understanding of the project based on the limited provided information, our proposed services, associated fees and schedule.

PROJECT INFORMATION

The site of the proposed project is located at 401 South Park Road Hollywood, FL 33021. The planned development primarily consists of the construction of One three-story Police Headquarters building, a four-story parking garage including firearms training facility, and pedestrian bridge between building and garage. The building's construction area will be approximately 99,000 square feet and the parking garage's construction area will be approximately 145,000 square feet. The project will be developed on a net lot area of approximately 160,106 square feet. Our scope of services and budget estimate are based upon review of the provided preliminary drawings and our prior experience with similar projects.

Our understanding of the proposed development is based on:

- Written communication via email.
- Review of architectural drawings by O'Donnell, Dannwolf and Partners, Inc. Submittal Set dated 02.15.2024.
- Previous experience providing Building Envelope services for retail building projects.

PROPOSED SCOPE OF WORK

NOVA is proposing to perform Building Envelope Consulting and Observation Services. The following scope of services is based on the project information provided to this date.

1. Building Envelope Submittal & Shop Drawing Review

- NOVA will review provided product submittal documents including shop drawings for windows, doors, roofing, deck waterproofing, and wall cladding systems and other drawings as may be required by the contract documents for compliance with the plans and specifications. Comments will be provided to the Client for review.
- NOVA's comments are intended to aid the Client in completing their own review. NOVA assumes no responsibility for approving or rejecting shop drawings.
- NOVA will perform a review of up to 20 building envelope related submittals.

2. Building Envelope Observations

- NOVA Observer/Technician shall perform up to 35 site visits at up to six (6) hours per visit. For building envelope related construction observation services upon Client request to inspect the mock-ups and installation of the work by the building enclosure trades and ensure conformity to the design documents. Building envelope related observations per specifications are listed below:
 - i. Below grade waterproofing / damp proofing at elevator pits and stem walls.
 - ii. Air and weather barrier observations at areas to receive stone veneer, composite panels and EIFS system. including flashing at window openings.
 - iii. Perimeter sealant observations at window perimeters and CW and store front systems including observation of adhesion pull tests.
 - iv. Roof installation observations.
- NOVA Consultant will attend up to three (3) pre-construction/onsite meetings with the Client and building enclosure trades if requested by the Owner.
- The owner may provide a schedule of site visits in advance or a set number per week. If site visits are requested as needed, Client will provide reasonable notice so that Consultant can arrange to have an observer available.
- Conditions observed that do not comply with the contract documents will be presented to the site superintendent verbally and confirmed with a written report. Reports for each site visit will summarize observations in a brief "punch list" type report including representative photographs of conditions noted and will be provided within three to five business days of each field visit.

- NOVA will document corrective work as well as note any deficient items.
- NOVA will back check and report on the status of the previous site visit deficiencies and document correction/closure and keep a running list of open items.
- This estimate is based upon the provided draft GMP schedule dated 04/02/2024.

3. Project Management/Phone Conference Meetings

- Attend 10 half day building enclosure virtual/in-person meetings in the construction phase to review ongoing work, discuss recent observations, discuss resolution of open items, identify upcoming work, review QC plan and efforts by CM, and provide meeting summary notes for project documentation.
- Maintain a master issues log and a separate testing record.
- Provide the Client written progress reports and test results with recommended actions.

4. Review of Building Envelope Testing Reports

- Review up to 15 tests procedures and reports for general compliance with project specifications.

5. Field Testing Services

Sealant Adhesion Testing (ASTM C1401/C1193)

- NOVA will provide limited adhesion testing of the air barrier system, per the general requirements of C1401/ASTM C1193 “Use of Joint Sealant”. The sealant pull tab method will be used. Repairs to the tested sealant are not within NOVA’s scope.
- A written report documenting the testing procedure and results will be provided at the completion of the testing.
- NOVA will perform daily testing of various sealants to meet the requirements set forth in the project specifications.
- NOVA has included 4 days for this type testing.

Field Moisture Infiltration “Spray Nozzle” Testing (AAMA 501.2) Optional

- NOVA will provide the labor and materials necessary to perform AAMA 501.2 water Infiltration testing on random areas of the building envelope including storefront, curtainwall, and wall cladding areas. The test method consists of spraying water onto the test area at a regulated nozzle pressure and at a controlled distance from the test specimen. AAMA 501.2 water infiltration testing is performed utilizing a Type B-25, #6.030 brass nozzle with a ½” FPT. The nozzle in conjunction with a control valve and pressure gauge regulates the pressure between 30-35 psi. The stream of water from the nozzle is directed at an angle perpendicular to the test area while being moved back and forth in a parallel direction with the nozzle approximately one foot (1’) away from the test area specimen. Water infiltration during the test is determined on a visual basis from the inside of the specimen. Testing is generally intended for curtain walls and non-operable windows but is a valuable procedure for water testing building enclosure expansion joints, transitions, penetrations, and other situations.

- NOVA will prepare a report summarizing the result of each test.
- AAMA 501.2 testing will be performed on a Lump Sum basis per day of testing. Testing includes travel time and report writing.
- NOVA has included 5 days for this type testing.

SPECIAL QUALIFICATIONS

The Client's communication of project submittals, architectural drawings, details, and construction information to NOVA is needed. Upon project start-up, NOVA will contact you or your designated representative regarding this information and project scheduling.

The Client will need to supply NOVA with the required test pressures prior to mobilization and will need to provide safe OSHA approved access to all inspection areas as well as to areas for our testing. NOVA requests that interior finishes adjacent to the test locations be left off or uninstalled prior to testing for ASTM E1105 and E783 and AAMA 501,2. NOVA will need access to a high-pressure water line or fire hydrant as a water source (within 150 feet of the test specimen), and an interior power source. We understand that the water source and electricity are to be provided by the contractor. Client will need to provide OSHA approved access such as mechanical man lift or swing stage for testing and inspection.

Please note that the services outlined in this proposal do not include inspection or testing for the presence of mold or other indoor microbial organisms. Therefore, NOVA does not assume any liability for the presence of mold and/or other microbial organisms in the facility before, during or after our services are completed. By accepting this proposal, the client agrees to waive all NOVA responsibility and liability regarding the potential presence of mold or other microbial organisms on this project. NOVA specifically excludes the following from our scope of work:

- NOVA will have no supervisory authority or responsibility over construction activities.
- NOVA will not authorize any deviation from the contract documents; or undertake any of the responsibilities of the Contractor, subcontractors, suppliers, or the Contractor's Superintendent.
- NOVA will not be considered designer of record.
- NOVA will not advise on, issue directives relative to or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction.

NOVA has not included lift equipment in this proposal for use during the testing. Access for all observations and testing will be provided by others at no cost to NOVA.

COMPENSATION

We have included fees for the requested services based upon our understanding of the project. Our proposed lump sum rates/fees for the scope of work defined above is as follows:

Building Envelope Submittal & Shop Drawing Review	\$15,625
Building Envelope Observations (35 visits @ \$1,250)	\$43,750
Building Envelope 13 virtual meetings (13 meetings @ \$1,000)	\$13,000
Building Envelope Project Management (75 hrs. at \$165).....	\$12,375
Review of Building Envelope Testing Reports (15 reports \$800)	\$12,000
Sealant Adhesion Testing ASTM C1401/C1193 (5 x \$2,000 per day).....	<u>\$10,000</u>

PROJECT TOTAL (ESTIMATED).....\$106,750

Optional Services Allowances

Spray Nozzle Water Review – AAMA 501.2 (\$3,200 per day).....	\$ 3,200
Building Envelope Submittal & Shop Drawing Review Allowance	\$ 5,000
Building Envelope Unforeseen Observations (10 visits @ \$1,250)	\$12,500
Building Envelope Additional Meetings (5 meetings @ \$1,000).....	\$ 5,000
Building Envelope Additional Project Management (20 hrs. at \$165).....	\$ 3,300
Building Envelope Re-Observations (10 visits @ \$1,250)	\$12,500
Review of Building Envelope Testing Reports (5 reports @ \$800)	<u>\$ 4,000</u>

PROJECT TOTAL WITH OPTIONAL SERVICES ALLOWANCES (ESTIMATED).....\$152,250

Additional mobilization and/or retesting is not included in our fee, and additional fees will apply at the same daily rates provided as part of this proposal. Additional work required beyond the scope of services included in this proposal, or as caused by factors beyond NOVA's control, will be invoiced on a time and expense basis. Additional work will not be performed without prior authorization.

PROPOSED WORK SCHEDULE

Based upon our current schedule, NOVA proposes to initiate services on this project within ten (10) working days after receiving the formal (written) authorization to proceed.

LIMITATIONS

NOVA's testing and recommendations represent our professional opinion, only. Therefore, NOVA cannot, under any circumstances, make a statement of warranty or guarantee, expressed or implied, that deficient areas are limited to those that are discovered while we are performing the services on the Project. NOVA will not be considered the designer of record. There are events that can result in additional fees above the recommended budget and scope of services provided. Such events can include the following:


1. Site and/or other meetings requested by design or construction team (beyond the estimates contained herein) to resolve issues related to construction deficiencies, changes in scope or other unforeseen items.
2. Services provided prior to 7:00 am or after 5:00 pm Monday through Friday, and on Saturdays, Sundays, or holidays or beyond the durations assumed in our fee estimate.
3. Overtime rates will be applicable for services performed outside normal working hours, over 8 hours per day, and on Saturdays, Sundays and holidays at 1.5 times the standard hourly rate for engineers, inspectors and technicians.
4. Services provided above and beyond those detailed in this proposal.

AUTHORIZATION

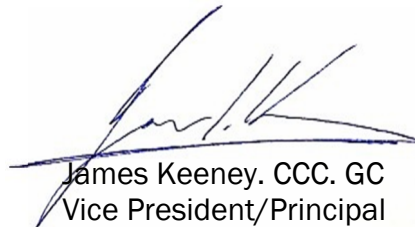
To formalize the agreement between us, please execute a copy of the attached Professional Services Agreement and return it to us. The attached NOVA General Terms and Conditions will govern the work described in this proposal.

We would like to thank you for considering **NOVA Engineering & Environmental, LLC** for your professional service needs, and we look forward to working with you on this exciting project. If you have any questions, please don't hesitate to contact us.

Respectfully submitted,
NOVA ENGINEERING & ENVIRONMENTAL, LLC



Roman Ramos PE,GC
Business Manager



James Keeney. CCC. GC
Vice President/Principal

Attachments: *Professional Services Agreement Form*
NOVA General Terms and Conditions



Professional Services Agreement

Date: April 16, 2024	Proposal Number: 10101-0524053.000																														
PROJECT NAME AND ADDRESS: Proposal for Building Envelope Consulting and Observation Services City of Hollywood – New police Headquarters 401 South Park Road Hollywood, FL 33021	CLIENT NAME AND ADDRESS: City of Hollywood Design & Construction Management P.O. Box 229045 Hollywood, FL 33022-9045 Heather Baburek Guenot, PE Senior Project Manager Cell: 954.921.3931 email: hguenot@hollywoodfl.org																														
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NOVA will invoice monthly and our payment terms are net 30 days. This proposal is valid for 90 days. If this proposal is acceptable, please sign and return this professional service agreement and attached proposal to rramos@usanova.com.

AUTHORIZED BY:	INVOICE TO:
Signature	Firm
Name	Name
Title	Address
Date	Federal Tax ID

NOVA Engineering and Environmental LLC
GENERAL TERMS AND CONDITIONS

1. SCOPE OF WORK

NOVA Engineering and Environmental LLC (NOVA) shall perform the services limited to and specifically defined in this Agreement (including any Project Specific condition attached hereto) and shall invoice the Client in accordance with the compensation section of this Agreement. Any estimate of cost to the Client as stated in this Agreement or any of the accompanying schedules shall not be considered as a fixed price, but only an estimate (unless otherwise specifically stated in this Agreement). NOVA will provide additional services under this Agreement as requested by the Client in writing subject to acceptance by NOVA. Client will be invoiced for additional services at NOVA's standard rates or as mutually agreed upon, including but not limited to, re-reviews, re-inspections, re-tests, stand-by time, scope changes, services outside normal business hours or services provided beyond the estimated project duration. To the extent these General Terms and Conditions are part of a proposal for services, the proposal shall be valid for ninety (90) days unless otherwise stated. Once a proposal is accepted, these General Terms and Conditions shall apply to all services performed and shall survive any termination of the Agreement or completion of services.

Notwithstanding any other provision of this Agreement or any other agreement entered into by NOVA with respect to the Project, NOVA shall not have control or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with work or activities at the project site, for the acts or omissions of any contractor, subcontractors or any other persons performing any work or undertaking any activities at the project site, or for the failure of any of them to carry out any work or perform their activities in accordance with their contractual obligations, including, but not limited to, the requirements of any drawings, specifications or other documents prepared by NOVA (if any).

The review of contractor submittals (for example, shop drawings or project samples) is not included in NOVA's Scope of Services unless specifically set forth in this Agreement. If such services are to be provided, the review is conducted only for the limited purpose of checking for conformance with information given and the design concept expressed in the construction drawings and specifications prepared by NOVA (or by others if so set forth in the Agreement) and is not conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the contractor, all of which remain the responsibility of the contractor to the extent required by its contract. NOVA's review shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences, or procedures. NOVA's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the drawings, specifications and other documents applicable to the contractor's obligations, NOVA shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the drawings, specifications and other documents prepared by NOVA.

Neither site visits for any purpose nor the observation by NOVA of any contractor's work are included in NOVA's scope of services unless specifically set forth in this Agreement. If NOVA is engaged to visit the site and conduct observations of a contractor's work, NOVA shall provide such services at the intervals agreed with Client in writing (or if no such interval is agreed upon in writing, then at such intervals as NOVA deems appropriate given any budgetary constraints imposed by Client), subject to any limitations on the number of such visits set forth in this Agreement. The general purpose of such observations is to become generally familiar with the progress and quality of the construction work as described in the drawings, specifications or other documents specifically identified in this Agreement and to determine, in general, if such construction work is proceeding in accordance with such drawings, specifications or other identified documents. NOVA shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such construction work. On the basis of such on-site observations as an engineer, NOVA shall keep Client informed of the progress and quality of such construction work and shall endeavor to guard the Client against defects and deficiencies in such work of contractor.

2. RIGHT OF ENTRY

The Client, at its sole cost and expense, will provide for reasonable right of entry of NOVA personnel to perform the scope of work and all necessary equipment to the project site or sites, in order to complete the work.

3. INVOICES

NOVA will submit invoices to Client monthly and a final bill upon completion of services. There shall be no retainage, unless otherwise agreed upon in the Agreement. NOVA shall furnish insurance certificates, lien waivers, affidavits or other reasonably available documents as and when requested by Client provided all amounts due to NOVA have been paid.

Payment is due within thirty (30) days after the receipt of invoice. Interest charges will start to accrue forty-five (45) days from the invoice date. Client agrees to pay an interest charge equal to the lesser of one and one-half percent (1½%) per month, or the maximum rate allowed by law, on past due accounts. NOVA shall be entitled to recover any and all costs incurred, including attorneys' fees ("Collection Costs") in connection with its efforts to collect past due sums. The minimum amount of such Collection Costs is agreed to be the lesser of (1) ten percent (10%) of the past due amount or (2) the maximum amount allowed by law. Any attorney's fees, collection fees or other costs incurred in collecting any delinquent amount shall be paid by Client. The Client agrees to pay NOVA for its services in accordance with this Agreement, regardless of whether or not he has been paid by his client.

In the event that the Client disputes any items billed in an invoice, the Client shall notify NOVA within ten (10) days specifying the complaint and, in the meantime, all amounts to which there is not a reasonable and good faith dispute to payment shall be paid promptly. Any dispute not raised within such ten (10) day period is waived. The Client's failure to make timely payment due under this Agreement in accordance with the terms of this Agreement shall constitute a material breach of this Agreement and NOVA shall be entitled, upon seven (7) days written notice to Client to terminate this Agreement or, at its option, suspend its performance until all sums then due under this Agreement have been paid.

If NOVA is called upon by Client, or subpoenaed by any other person, to testify or produce records in an action at law, equity, arbitration, or in a pre-trial hearing or conference, as to any work performed by anyone in connection with the Project, NOVA shall be paid by the Client for all time spent while testifying and preparing therefor and producing such records in accordance with the rates set forth in the attached Agreement.

4. SAFETY

NOVA is only responsible for the safety on site of its own employees and subcontractors. However, this shall not be construed to relieve the Client or any of its contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of NOVA, nor the presence of NOVA's employees and subcontractors shall be construed to imply NOVA has any responsibility for job safety or any activities on site performed by personnel other than NOVA's employees or subcontractor.

5. STANDARD OF CARE

Service performed by NOVA 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 in the location where the services are to be performed ("Standard of Care").

Notwithstanding anything in this Agreement to the contrary, NOVA shall only be liable to pay damages to Client arising out of or in connection with the Services or this Agreement, to the extent that such damages are caused by, and are in proportion to, the negligence of, or breach of the Standard of Care by, NOVA. If NOVA is considered to be liable jointly with any third parties, the portion of damages payable by NOVA shall be limited to the portion of liability which is attributable to NOVA's breach of the Standard of Care on a comparative fault basis. Client acknowledges that NOVA's services will be rendered without any warranty, express or implied and all such warranties are expressly waived by Client. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party, including the project owner (if not the Client) and any contractor, subcontractor, vendor or material supplier, against either the Client or NOVA.

6. INSURANCE & GENERAL LIABILITY

NOVA represents and warrants that it and its agents, staff and consultants employed by it are protected by worker's compensation insurance and that NOVA has such coverage under public liability and property damage insurance policies which NOVA deems to be adequate and in line with other professional service firms currently practicing under similar conditions. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Additional insurance, if requested in writing by Client prior to commencement of services, will be obtained by NOVA, if procurable, and charged to the Client.

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The Client shall cause any contractor responsible for the construction of work (or related activities) designed, specified or reviewed by NOVA or responsible for any other activities relating to NOVA's services, to hold harmless, indemnify and defend NOVA, to the fullest extent permitted by law, from and against any and all damages, liabilities, claims, suits, costs and expenses (including reasonable attorney's fees and other costs of investigation and defense) arising in connection with the negligence, breach of contract or strict liability of any contractor or any of their subcontractors or any of their vendors. Client shall also name, and cause such contractor(s) to name, NOVA as additional insureds on its and each such contractor's Commercial General Liability insurance policy and Umbrella/Excess liability insurance policy (with policy limits at the greater of the limits required for the Project or Five Million Dollars per occurrence and in the per project aggregate) and to maintain such coverage until the completion of its contract and to provide NOVA with a Certificate of Insurance so naming NOVA as an additional insured on an annual basis for so long as Client and/or contractor maintains or is obligated to maintain such coverage.

7. DISPUTES

All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be governed by Florida law and shall be submitted to non-binding mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and NOVA shall select a neutral mediator by mutual agreement. If a Dispute cannot be settled through mediation as set forth above, then such Dispute, if involving amounts less than \$100,000, shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree following termination of mediation. Notwithstanding any other provisions of this Section, in no event shall a demand for mediation be made, or any other proceeding initiated, more than two (2) years from the date the party making demand knew or should have known of the dispute or five (5) years from the date of substantial completion of Nova's Services, whichever date shall occur earlier. All mediation, arbitration, or litigation shall take place in Broward County, Florida, unless the parties agree otherwise. The fees of the mediator or arbitrator(s) and the costs of transcription and other costs incurred by the mediator or arbitrator(s) shall be apportioned equally between the parties. Thereafter, with respect to any Disputes involving amounts equal to or greater than \$100,000, if any legal action or other proceeding is brought with respect to such Dispute, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, costs and expenses, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

8. DELAYS IN WORK

In no event, will NOVA will be responsible for delays in the work which is beyond our reasonable control or caused by Client or its agents, consultants, contractors or subcontractors. Stand-by or non-productive time for delays in our work caused by Client or its agents, consultants, contractors or subcontractors may be charged to the Client unless provided for as a separate item in the Agreement or otherwise as mutually agreed upon.

9. TERMINATION

This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In all events of termination, NOVA shall be paid for services performed up to and through the date of termination plus reasonable expenses to demobilize. In the event of termination, or suspension for more than three (3) months, NOVA shall, at its option, be permitted to terminate this Agreement upon seven (7) days written notice to Client. Further, if said termination is prior to NOVA's completion of all reports contemplated by this Agreement, NOVA may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of NOVA in completing such analyses, records, and reports and shall be due and payable by Client promptly upon invoice from NOVA, together with all reasonable termination costs and expenses.

10. ASSIGNS

This Agreement may not be assigned by either party without the prior written consent of the other party, provided, however, that NOVA may assign this Agreement in the case of sale of all or substantially all of its assets or equity. To the extent consent is required it shall not be unreasonably withheld.

11. OWNERSHIP OF DOCUMENTS

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by NOVA, as instruments of service, shall remain the property of NOVA and shall retain all common law, statutory and other reserved rights, including copyrights ("NOVA Documents"). Contingent on the Client's full and timely payment of all sums due under this Agreement, NOVA grants Client a non-exclusive license to use the final and complete versions of the NOVA Documents solely and exclusively for purposes set forth in this Agreement. The forgoing license does not extend to any CADD files or 3D model created by NOVA, unless expressly set forth herein. If NOVA Documents are prepared "for construction", the license granted in the preceding sentences of this Paragraph permits the Client to authorize the contractor and subcontractors, and material or equipment suppliers to reproduce applicable portions of NOVA Documents solely and exclusively for use in performing their services or construction for the Project. NOVA Documents shall only be used for their intended purpose. NOVA Documents are not to be used on other projects, for alternations, extensions or additions to this Project or for completion of this Project by others, except by agreement in writing and with appropriate compensation to NOVA. If Client is granted a license with respect to any CADD files or 3D models, Client agrees to be bound to the terms of the NOVA License for Use of Electronic Files and 3D Models. 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 whatsoever. NOVA will retain all pertinent records relating to the services performed for a period of three (3) years following submission of the report, during which period the records will be made available to the Client at all reasonable times and an administrative fee may be charged to the Client for retrieval and reproduction of such records.

12. FAILURE TO FOLLOW RECOMMENDATIONS

NOVA will not be held liable for problems that may occur if NOVA's recommendations are not followed.

13. LIMITATION OF LIABILITY

Client agrees that the work created pursuant to this Agreement is for the sole and exclusive use of Client and is not for the benefit of any third parties. Client acknowledges and agrees that in no event shall the liability of NOVA in connection with this Agreement or the services provided pursuant thereto exceed the fee actually paid to and received by NOVA under this Agreement or \$100,000 whichever is greater. This Agreement and the services to be performed hereunder shall in no way be construed as a guarantee of deficient-free construction.

Notwithstanding anything to the contrary contained in this Agreement or provided for under any applicable law, neither NOVA nor Client shall be liable to the other party, either in contract or in tort, for any consequential, incidental, indirect, special or punitive damages, including without limitation any delays damages, loss of future revenue, income or profits or any diminution of value, financing costs or costs of lost opportunities relating to this Agreement, the services or the Project, whether or not the possibility of such damages has been disclosed to the other party in advance or could have been reasonably foreseen by such other party.

14. INDEMNIFICATION

Client agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless NOVA, and its officers, directors, agents and employees and any of them (collectively, the "NOVA Parties") from all claims, actions, damages, liabilities, losses, costs and expenses, including reasonable attorney's fees and defense costs (collectively "Losses"), arising out of, or in any way connected with, the performance or nonperformance of NOVA's obligations under this Agreement (including, without limitation, any act of negligence, omission or default by the NOVA Parties), up to an amount not to exceed the greater of \$100,000 or twelve times the amount of the fees charged for the services provided by NOVA in connection with this Agreement and the services hereunder. The parties agree that the foregoing amount of said indemnification bears a reasonable commercial relationship to the services provided by NOVA and that the indemnification provided herein is considered a part of the project specifications. Notwithstanding the foregoing, the NOVA Parties shall not be entitled to indemnification hereunder for any Losses resulting from the NOVA Parties'

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gross negligence, or willful, wanton or intentional misconduct or for any statutory violation or punitive damages (except to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of Client or any of the Client's contractors, subcontractors, sub-subcontractors, materialmen or agents of any tier or their respective employees). Except as set forth in the preceding sentence, the NOVA Parties rights to indemnification shall include, without limitation, indemnification for any and all Losses which may be suffered by any NOVA Party as a result of any (i) failure of Client to follow or implement any of its recommendations, (ii) any breach by Client of its obligations under the Agreement, and (iii) exposure of NOVA's employees or agents to any hazardous materials at the jobsite.

Upon notice by the NOVA Parties, Client shall defend the NOVA Parties with counsel chosen by NOVA Parties, subject to the consent of Client, which consent shall not be unreasonably withheld. The parties agree that this duty to defend is separate and distinct from any indemnity obligation, and the duty shall extend to any claims asserted against the NOVA Parties arising out of or related to the project, regardless of whether Client is obligated to indemnify the NOVA Parties for the loss, claim, or damage.

15. HAZARDOUS MATERIALS

It is acknowledged by both parties that NOVA's scope of services does not include any services related to asbestos or hazardous or toxic materials unless specifically identified in our scope of services. In the event NOVA or any other party encounters asbestos or hazardous materials at the jobsite, or should it become known in any adjacent areas that may affect the performance of NOVA's services, NOVA may, without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultants or contractors to identify, abate and/or remove the asbestos, hazardous or toxic materials and warrant that the jobsite is in full compliance with applicable laws and regulations. In addition, the Client shall hold harmless, defend and indemnify NOVA Parties, from and against any and all Claims arising, in whole or in part, out of the discovery, presence, handling, removal or disposal of, or exposure of persons to, any hazardous materials in any form at the Project site, including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB), bacteria, mold, fungi, lead based paints or other similar materials or other toxic substances, infectious materials, or contaminants.

16. SAMPLE DISPOSAL

Unless other arrangements are made, NOVA will dispose of all soil and rock samples remaining at the time of report completion. Further storage or transfer of samples can be arranged at Client's prior written request, subject to a reasonable charge by NOVA. Client acknowledges that contaminated drill cuttings, sample spoils, wash water, and other materials may be produced as a result of encountering hazardous materials at the site. In such event, NOVA shall properly contain, label, and store such materials on-site, and Client shall be responsible for its proper transportation and disposal.

17. AQUIFER CONTAMINATION

Client acknowledges that it is impossible for NOVA to know the exact composition of a site's subsurface, even after conducting a comprehensive exploratory program. As a result, there is a risk that drilling and sampling may result in contamination of certain subsurface areas. Although NOVA will take reasonable precautions in accordance with the Standard of Care to avoid such an occurrence, Client waives any claim against, and (without limiting the generality of Section 14 hereof) agrees to indemnify and hold harmless NOVA in accordance with the terms and conditions set forth in this Agreement from any claim or liability for injury or loss which may arise as a result of subsurface contamination caused by drilling, sampling, or monitoring well installation. Client also agrees to adequately compensate NOVA for any time spent and expenses incurred in defense of any such claim.

18. DEFINITIONS

As used herein, the following words and their derivative words or phrases have the meanings indicated, unless otherwise specified in the various sections of this Agreement.

AGREEMENT: means the Agreement between the parties, which shall describe and govern Client's engagement of NOVA to provide services in connection with the project or work identified in the proposal (Proposal), and consists of the Proposal, these General Terms and Conditions, and any exhibits or attachments referenced in any of these documents.

CERTIFY, CERTIFICATION: NOVA's opinion based on its observation of conditions, knowledge, information and beliefs. It is expressly

understood such opinions relieve no other party of any responsibility or obligation he or she has accepted by contract or custom.

ESTIMATE: An opinion of probable cost for services made by NOVA. The accuracy of probable cost for services opinion cannot be guaranteed.

INSPECT, INSPECTION: The visual observation of certain aspects of construction to permit NOVA to render its professional opinion as to whether the contractor is performing the Work in a manner indicating that, when completed, the Work will be in general accordance with the approved documents. Such observations do not relieve any party from fulfillment of their customary and contractual responsibilities and obligations.

19. LIMITATION OF LIABILITY

It is intended by the parties to this Agreement that NOVA's services under this Agreement shall not subject NOVA's individual employees, officers, shareholders, managers, members or directors to any personal legal exposure for the risks associated with the services to be rendered on the project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against NOVA, a Delaware limited liability company, and not against any of NOVA's employees, shareholders, officers, managers, members or directors.

TO THE FULLEST EXTENT PERMITTED BY LAW, PURSUANT TO FLORIDA STATUTE § 558.0035, NO EMPLOYEE, OFFICER, SHAREHOLDER, MANAGER, DIRECTOR OR AGENT OF NOVA SHALL BE INDIVIDUALLY LIABLE TO CLIENT OR ANY OTHER PERSON FOR ANY NEGLIGENCE, MISCONDUCT OR WRONGFUL ACTS IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR OTHERWISE, WHETHER SUCH CLAIMS ARE BASED IN CONTRACT, STATUTE, OR TORT.

20. MISCELLANEOUS

AMENDMENT: This Agreement may be amended, modified or supplemented, but only in writing signed by each of the parties hereto.

WAIVERS: The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.

SEVERABILITY: If any provision or sub-provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions or sub-provisions contained herein shall not be affected thereby.

INTEGRATION: This Agreement represents the entire understanding and agreement among the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations (if any) made by and among such parties.

SOVEREIGN IMMUNITY: In the event that the Client is the State of Florida or another "state agency or subdivision" within the meaning of Florida Statute Section 768.28(2), then NOVA (and all NOVA Parties) shall for all purposes provided in this Agreement and otherwise be deemed an agent of the Client for purposes of sovereign immunity whether under Florida Statute Section 768.28 and otherwise, including without limitation Florida Statute Section 768.28(9)(a). Client shall fully cooperate, at its sole cost and expense, with NOVA and take all necessary and appropriate actions to qualify NOVA (and the NOVA Parties) for and defend its and their right of sovereign immunity as an agent of the Client for purposes of Florida law, including without limitation under Florida Statute §768.28.

NOVA Employees: Client agrees not to recruit or hire any NOVA employee currently or previously working under this Agreement during the contract period or within twelve months of termination of the contract, either for themselves or any third party. In the event Client violates this clause, NOVA shall have the right of injunctive relief, and Client shall pay NOVA \$25,000 or 25% (percent) of the employee's current annual, base salary, whichever is greater, with payment being made within 15 days of NOVA's written notice to Client of said violation.