

NAVARRO COUNTY COMMISSIONER'S COURT

A Special meeting of the Navarro County Commissioner's Court was held on Tuesday, the 6th day of January, 2015 at 10:00 a.m., in the Courtroom of the Navarro County Annex Building, 601 North 13th Street in Corsicana, Texas. Presiding Judge HM Davenport Jr., Commissioners present Jason Grant, Dick Martin, David Warren, and James Olsen.

1. 10:03 A.M. Motion to convene by Comm. Olsen sec by Comm. Warren
Carried unanimously
2. Opening prayer by Comm. Olsen
3. Pledge of Allegiance
4. Public Comments-Elmer Tanner-ambulance service and John Robinson-ambulance service
TO WIT PG 2
5. Motion to approve Treasurer Ryan Douglas as authorized signer on all Prosperity Bank accounts by Comm. Olsen sec by Comm. Warren
Carried unanimously
6. Motion to approve Rone Engineering for material testing services on the Courthouse restoration by Comm. Martin sec by Comm. Grant
Carried unanimously
TO WIT PG 3-13
7. No action taken on to approve ground ambulance service contract
8. Restoration Workshop to discuss future location of all departments Auditor & Treasurer to stay at Annex I
9. Motion to adjourn by Comm. Martin sec by Comm. Warren
Carried unanimously

I, SHERRY DOWD, NAVARRO COUNTY CLERK, ATTEST THAT THE FOREGOING IS A TRUE AND ACCURATE ACCOUNTING OF THE COMMISSIONERS COURT'S AUTHORIZED PROCEEDING FOR JANUARY 6TH, 2015.

SIGNED 6TH DAY OF JANUARY, 2015.


SHERRY DOWD, COUNTY CLERK



NAVARRO COUNTY COMMISSIONERS COURT
PUBLIC COMMENTS PARTICIPATION FORM

PRINT NAME AND SUBJECT

Date 1-6-15

NAME	SUBJECT
1. <u>Elmer Tansie</u>	<u>ambulance</u>
2. <u>John R. Robinson</u>	<u>Ambulance</u>
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____
11. _____	_____
12. _____	_____



December 30, 2014

Mr. Cody Muldner
Navarro County
601 N. 13th Street
Corsicana, Texas 75110

Reference: Navarro County
 Corsicana, Texas
 Proposal No. P-20688-14

Dear Mr. Muldner:

Rone Engineering Services, Ltd. (Rone) understands that we have been selected based solely on our qualifications and that Navarro County is currently negotiating scope and fees with only Rone at this time for quality control services for the referenced project. Rone's total fee will be based on the actual amount of technician time and laboratory testing required by the project. These services will be performed on a unit price basis in accordance with the attached Schedule of Services and Fees.

Rone meets the requirements of ASTM E329 and is an active participant in the CCRL and AMRL sample proficiency programs and is currently AASHTO accredited. Rone has experienced personnel to perform the necessary CMT services in accordance with the project specifications.

By execution of the proposal, the undersigned Client acknowledges and agrees that the document entitled "Terms and Conditions" has been provided or made available to Client and Client agrees that such Terms and Conditions shall be applied to the present Proposal and shall be fully binding upon Client. The Terms and Conditions are fully incorporated into this Proposal by reference as if set forth at length.

We appreciate the opportunity to submit this proposal for CMT services and look forward to working with you during the construction phase of this project. If there are any questions concerning this proposal or if we can be of further assistance, please contact us at your convenience.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Dane Campbell".

Dane Campbell
Estimator

A handwritten signature in blue ink, appearing to read "Larry Bracken".

Larry Bracken
Vice President

Rone Engineering Firm Registration Number F-1572

Dallas • Fort Worth • Austin • San Antonio • Houston

December 30, 2014
Proposal No. P-20688-14

RONE ENGINEERING SERVICES, LTD.
Construction Materials Engineering and Testing
Basic Services and Cost Estimate

Project: Navarro County
Corsicana, Texas

DESCRIPTION	Unit Rate
<u>EARTHWORK</u>	
Moisture Density Relationship ASTM D-698 (each)	\$140.00
Moisture Density Relationship ASTM D-1557 (each)	\$155.00
Moisture Density Relationship TEX-113-E (each)	\$190.00
Moisture Density Relationship TEX-114-E (each)	\$190.00
Relative Density Index ASTM D-4253 (each)	\$245.00
Atterberg Limits ASTM D-4318 (each)	\$46.50
Percent Passing #200 Sieve ASTM D-1140 (each)	\$36.00
Engineering Technician ¹ (hourly)	\$32.00
Senior Engineering Technician (hourly, min 4 hours)	\$48.00
Proofrolling Inspection (hourly, min. 4 hours)	\$48.00
In Place Density Test ASTM D-6938 (each)	\$15.00
Sand Cone Density Test ASTM D-1556 (each)	\$30.00
Lime Pulverization Test (each)	\$15.00
Lime Depth Checks (each)	\$15.00
Lime Series PI (each)	\$280.00
Lime Series PH (each)	\$150.00
Backfill Material Sieve Analysis (each)	\$42.00
Lime and Water Injection Inspection (hourly)	\$38.00
Test Borings (10 feet deep, min. 4 each trip)	\$550.00
Transportation Charge (trip)	\$40.00
Engineering & Report Review (hourly)	\$68.00
<u>PIER INSPECTION</u>	
Senior Engineering Technician (hourly)	\$42.00
4x8 Concrete Test Cylinders (each)	\$12.50
Concrete Cylinder Collection (hourly)	\$32.00
Transportation Charge (trip)	\$40.00
Engineering & Report Review (hourly)	\$68.00

December 30, 2014
Proposal No. P-20688-14

RONE ENGINEERING SERVICES, LTD.
Construction Materials Engineering and Testing
Basic Services and Cost Estimate

Project: Navarro County
Corsicana, Texas

DESCRIPTION	Unit Rate
CONCRETE	
Concrete Mix Design Review (each)	\$70.00
Batch Plant Inspection (hourly)	\$32.00
Concrete Inspection (hourly)	\$32.00
4x8 Concrete Test Cylinders (each)	\$12.50
Concrete Flexural Test Beams (each)	\$25.00
Reinforcing Steel Inspection (hourly)	\$42.00
Post Tension Inspection (hourly)	\$42.00
Pachometer Inspection (hourly, min. 4 hours)	\$55.00
Transportation Charge (trip)	\$40.00
Engineering & Report Review (hourly)	\$68.00
Windsor Probe Testing (hourly, min. 4 hours)	\$60.00
Windsor Probe Shot Packages (set of 3)	\$85.00
Rebound Hammer Testing (hourly, min. 4 hours)	\$55.00
Floor Flatness Inspection (lump sum)	\$350.00
Screen or Sieve Analysis ASTM C136 (each)	\$42.00
Specific Gravity ASTM C-127 or ASTM C-128 (each)	\$42.00
Unit Weight ASTM C-29 (each)	\$30.00
Absorption ASTM C-127 or ASTM C-128 (each)	\$35.00
Finer than 200 sieve ASTM C-117 (each)	\$36.00
Organic Impurities ASTM C-40 (each)	\$36.00
Scratch Hardness ASTM C-851 (each)	\$40.00
Los Angeles Abrasion Test ASTM C-131 or C-535 (each)	\$195.00
Clay Lumps ASTM C-142 (each)	\$42.00
Light Weight Pieces ASTM C-123 (each)	\$49.00
Sand Equivalent ASTM C-2419 (each)	\$51.00
Sodium/Magnesium Sulfate Soundness (5 cycles)	\$320.00
Sodium/Magnesium Sulfate Soundness Additional Cycles	\$150.00

December 30, 2014
Proposal No. P-20688-14

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RONE ENGINEERING SERVICES, LTD.
Construction Materials Engineering and Testing
Basic Services and Cost Estimate

Project: Navarro County
Corsicana, Texas

DESCRIPTION	Unit Rate
<u>CORING SERVICES</u>	
Concrete Coring (hourly)	\$32.00
Concrete Core Equipment Charge (each)	\$30.00
Concrete Core Thickness Check ASTM C-42 (each)	\$20.00
Concrete Core Cut & Compression Test ASTM C-42 (each)	\$60.00
Fill Core Holes (each)	\$12.00
Transportation Charge (trip)	\$40.00
Engineering & Report Review (hourly)	\$68.00
<u>MASONRY</u>	
Engineering Technician ¹ (hourly)	\$32.00
Masonry Periodic Inspection ¹ (hourly)	\$48.00
Masonry Inspection ³ (hourly, min. 4 hours)	\$48.00
Masonry Prisms ASTM C-1314 (each)	\$60.00
Mortar Cubes ASTM C-109, ASTM C-780 (each)	\$12.00
Grout Prisms/Cylinders ASTM C-1019 (each)	\$27.00
Transportation Charge (trip)	\$40.00
Engineering & Report Review (hourly)	\$68.00
<u>STRUCTURAL STEEL</u>	
Structural Steel Inspection (hourly, min. 5 hours)	\$72.00
Fabrication Shop Inspection (hourly, min. 5 hours)	\$72.00
Ultrasonic Steel Inspection (hourly, min. 5 hours)	\$82.00
Liquid Penetrant Inspection (hourly, min. 5 hours)	\$82.00
Liquid Penetrant Supplies (each)	\$30.00
Magnetic Particle Inspection (hourly, min. 5 hours)	\$82.00
Magnetic Particle Supplies (each)	\$30.00
Transportation Charge (trip)	\$40.00
Engineering & Report Review (hourly)	\$68.00

December 30, 2014
Proposal No. P-20688-14

RONE ENGINEERING SERVICES, LTD.
Construction Materials Engineering and Testing
Basic Services and Cost Estimate

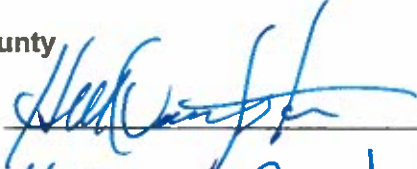
Project: Navarro County
Corsicana, Texas

DESCRIPTION	Unit Rate
ASPHALT	
HMAC Technician 1A (hourly)	\$48.00
HMAC Technician 1B (hourly)	\$37.00
Extraction and Gradation (each)	\$180.00
Maximum Theoretical Specific Gravity (each)	\$72.00
Laboratory Molded Density (set of 3, each)	\$76.00
Asphalt Coring (hourly)	\$32.00
Asphalt Core Equipment Charge (each)	\$30.00
In-Place Density and Thickness Test (each)	\$25.00
Transportation Charge (trip)	\$40.00
Engineering & Report Review (hourly)	\$68.00
FIREPROOFING	
Engineering Technician (hourly, min. 4 hours)	\$48.00
Density (each)	\$30.00
Adhesion / Cohesion	\$55.00
Transportation Charge (trip)	\$40.00
Engineering & Report Review (hourly)	\$68.00
ROOFING	
Engineering Technician (hourly, min. 5 hours)	\$50.00
Transportation Charge (trip)	\$40.00
Engineering & Report Review (hourly)	\$68.00
PROJECT MANAGER	
Project Manager (hourly)	\$68.00

Navarro County

Proposal No. P-20688-14

By:



NAVARRO Co. Judge

Position:

Date:

1 - 6 - 15

Assumptions

Earthwork

¹ If required to be onsite full time, additional charges will apply.

Note: If proofrolling is required there will be an additional charge for this service.

Note: If Rone is not onsite full time we will not be responsible for assuring soils testing/quantity is in compliance with project requirements.

Concrete

Unit Rate for concrete cylinders is for 4x8 cylinders only.

² Confirmation cylinders additional

Note: Floor flatness inspection lump sum price is for a maximum of 50,000 square feet per trip.

Masonry

³ Full time inspection

Note: Engineering technician time is for sampling of mortar & grout only. For masonry inspection additional charges will apply.

Structural Steel

Note: If out of town Fabrication Inspection is required there will be an additional charge for travel. Welder Procedures and Welder Qualification test are available in-house or onsite as needed.

Project Manager

Note: Requires five working days notice for project review letter.

Limitations of Authority of Rone

Rone is not authorized to release, revoke, alter or enlarge requirements of the Contract Documents. Rone will not approve or accept any portion of the work. Rone is providing sampling/testing/observation services as outlined in this proposal to verify compliance on a random basis at the frequencies indicated. Rone is not responsible for providing access to areas to be tested/observed unless specifically noted in this proposal. Rone has no authority to stop and/or reject any work performed on the project. Rone will perform observations of ongoing construction, sampling/testing of materials as described in this proposal as requested by our client. Rone is not responsible for site safety.

Additional services will be provided when required by the Architect/Engineer and authorized by the client.

Clarifications

Rone's office is located at:

8908 Ambassador Row
Dallas, Texas 75247
Phone: 214-630-9745
Fax: 214-630-9819

Dispatch: 469-206-4853
469-206-4846

Rone sampling/testing/observation services must be scheduled through dispatch including cancellations. Our dispatch is available at the number noted above, Monday through Friday between the hours of 7:00am and 5:00pm with the exception of Holidays. Calls received outside of this time frame will be handled by our voice mail system and will be checked the next working day morning. It is recommended that you schedule services through our dispatch during our regular working hours noted above. We require one working day (24 hours) advance notice for our services. Same day call-ins or after hour voice mail call-ins for work the following day are subject to the availability of personnel.

Service is not guaranteed for same day call-in's.

Reinforcing Steel Inspections require adequate lighting in order to perform the inspection. The inspection needs to be scheduled during daylight hours and/or jobsite illumination needs to be provided by others in order to allow us to perform the required inspection. These inspections need to be scheduled independently of the concrete inspection.

At your request, Rone's project manager will attend the pre-construction meeting for the project. Our project manager will answer any relevant questions regarding our service's for the project at that time. As the project progresses our project manager will be available to answer any questions you may have concerning our service's.

Three (3) paper copies of test reports are included for mail distribution as directed by the client at no additional charge. Additional mail copies of test reports requested and approved by the client will be charged at \$0.45 per page to cover copying and mailing costs. There is no charge for additional distribution through our e-mail and web distribution system.

Compensation for our services will be based upon the actual sampling/testing/observations performed in accordance with the unit rates shown. The estimated budget that we have indicated is approximate and is based on our past experience with projects of similar type and scope. The estimated budget does not include cancellations/re-testing/re-inspection, and/or any changes and/or modifications to the contract documents.

Clarifications

If Rone is selected to perform the sampling/testing/observation for the project we will require the following items in order to perform our services on your project.

Two complete sets of drawings and specifications.
Approved concrete mix designs for the project.
Report distribution list.

In addition, please be sure to add Rone to the distribution list for all addendums and revisions on the project and notification of pre-construction meetings, where applicable, regarding soils, piers, concrete, masonry and structural steel.

All time is for a minimum of two hours or as noted. Overtime will be charged for all hours worked before 7:00am and after 5:00pm, for any time in excess of 8 hours per day or 40 hours per week, Saturdays, Sundays and Holidays. All time is Portal to Portal.

Project Engineering services on materials engineering and testing for consultation, analysis, report preparation and review, supervision and scheduling of field and laboratory personnel will typically be 0.4 to 0.7 hours per report.

This proposal is valid for sixty days from the listed proposal date.

All Invoices for our services are payable within 30 days with no retainage.

Terms and Conditions

SECTION 1: PARTIES AND SCOPE OF WORK: RONE Engineering Services, Ltd. (hereinafter referred to as "RONE") shall include said company or its particular division, assigns, successors, subsidiary or affiliate performing the work. "Work" (whether such term is capitalized or not) means the specific geotechnical, analytical, testing or other service to be performed by RONE as set forth in RONE's proposal and these Terms and Conditions. Additional work ordered by Client shall also be subject to these Terms and Conditions. "Client" refers to the person or business entity ordering the work to be done by RONE. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of RONE's work. RONE shall have no duty or obligation to any third party greater than that set forth in RONE's proposal, Client's acceptance thereof and these Terms and Conditions. The ordering of work from RONE, or the reliance on any of RONE's work, shall constitute acceptance of the terms of RONE's proposal and these Terms and Conditions, regardless of the terms of any subsequently issued document. If unexpected site conditions are discovered, the scope of work may require additional services even as the work is in progress. RONE will provide these additional services at its normal schedule rate. Initiation of services by RONE for client will automatically invoke and be performed subject to these Terms and Conditions. RONE's duties and obligations for any Work performed is to Client only. If Client chooses to charge any third party for any work performed hereunder, Client is solely responsible for assessing such charges against said third parties. RONE assumes no duty or obligation to pursue such charges against any third party other than Client and Client remains solely responsible to RONE, regardless of the reimbursable or non-reimbursable status of the charges.

SECTION 2: ACCESS TO SITE: Client will arrange and provide such access to the site as is necessary for RONE to perform the work. RONE shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment; however, RONE has not included in its fee the cost of restoration of damage which may occur and shall have no obligation to perform any such restoration work. If Client desires or requires RONE to restore the site to its former condition, upon written request RONE will perform such additional work as is necessary to do so and Client agrees to pay to RONE for the cost.

SECTION 3: TEST AND INSPECTIONS: Client shall cause all tests and inspections of the site, materials and work performed others to be timely and properly performed in accordance with the plans, specifications and contract documents and RONE's recommendations. Any re-testing, if deemed necessary by RONE, or testing due to cancellation of scheduled tests not due to the fault of RONE, are outside the scope of work hereunder and will be provided to Client for an additional charge at RONE's normal rates. No claims for loss, damage or injury shall be brought against RONE by Client or any third party unless all tests and inspections have been so performed and unless RONE's recommendations have been exactly followed. Client agrees to indemnify, defend and hold RONE, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, by not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or RONE's recommendations are not so followed.

SECTION 4: CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that it has advised RONE of any known or suspected hazardous materials, utility lines and pollutants at any site at which RONE is to do work hereunder, and unless RONE has specifically assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save RONE harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees, incurred as a result of personal injury, death or property damage resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not specifically revealed to RONE by Client.

SECTION 5: RESPONSIBILITY: RONE's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. RONE shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. RONE's work or failure to perform same shall not in any way excuse any contractor, subcontractor, laborer or supplier from performance of its work in accordance with the contract documents. RONE has no right or duty to stop any contractor's work.

SECTION 6: SAMPLE DISPOSAL: Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of RONE's report to Client.

SECTION 7: PAYMENT: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay RONE's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and attorney's fees. RONE shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein RONE waives any rights to a mechanics' lien, or any provision conditioning RONE's right to receive payment for its work upon payment to Client by any third party. These Terms and Conditions are notice, where required, that RONE intends to file a lien to collect past due amounts. Client agrees to provide RONE, upon request, all information necessary for RONE to file its lien, including, but not limited to, a legal description of the property upon which the work was performed. Failure to make payment within 30 days of invoice shall constitute an irrevocable final release of RONE from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.

Terms and Conditions

SECTION 8: WARRANTY: RONE'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL AND THESE TERMS AND CONDITIONS, AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS SERVICES, RONE WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED. STATEMENTS MADE IN RONE REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGEMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

SHOULD RONE OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT, AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON RONE'S WORK, AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF RONE, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO RONE FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHEVER AMOUNT IS GREATER.

IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT RONE'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST FROM CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF RONE'S LIABILITY TO \$250,000.00 BY AGREEING TO PAY RONE A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 10% OF THE TOTAL FEE TO BE CHARGED FOR RONE'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY ACCEPTED BY RONE. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY RONE IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT REGARDLESS OF THE NUMBER OF CLAIMS OR CAUSES OF ACTION ARISING OUT OF THE WORK. CLIENT WAIVES ANY AND ALL CLAIMS FOR CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES AGAINST RONE ARISING OUT OF OR RELATING TO THE WORK.

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST RONE, ARISING FROM OR RELATED TO RONE'S WORK, MORE THAN TWO YEARS AND ONE DAY AFTER THE CESSATION OF RONE'S WORK HEREUNDER. LIMITATIONS ON LIABILITY AND INDEMNITIES IN THIS AGREEMENT ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES VOLUNTARILY AND KNOWINGLY ENTERED INTO, AND SHALL APPLY TO ALL THEORIES OF RECOVERY INCLUDING, BUT NOT LIMITED TO BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT OR STATUTORY LIABILITY, OR ANY OTHER CAUSE OF ACTION, EXCEPT FOR WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. THE PARTIES ALSO AGREE THAT CLIENT WILL NOT SEEK DAMAGES IN EXCESS OF THE LIMITATIONS INDIRECTLY THROUGH SUITS WITH OTHER PARTIES WHO MAY JOIN RONE AS A THIRD-PARTY DEFENDANT. PARTIES MEANS CLIENT AND GEOTECHNICAL ENGINEER AND THEIR OFFICERS, EMPLOYEES, AGENTS, AFFILIATES, AND SUBCONTRACTORS.

SECTION 9: HAZARDOUS MATERIALS: Nothing contained within this agreement shall be construed or interpreted as requiring RONE to assume the status of an owner, operator, generator, storer, transporter, creator, or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants. It shall be the duty of the owner, the client, or their representative to advise RONE of any known or suspected hazardous substances which are or may be related to the services provided; such hazardous substances include but are not limited to products, materials, by-products, wastes or samples of the foregoing which RONE may be provided or obtain performing its Work or which hazardous substances exist or may exist on or near any premises upon which work is to be performed by RONE employees, agents or subcontractors. If RONE observes or suspects the existence of unanticipated hazardous materials during the course of its Work, RONE may at its option terminate further work on the project and notify Client of the condition. Work will be resumed only after a renegotiation of scope of services and fees. RONE does not create, generate, or at any time own or take possession or ownership of or arrange for transport, disposal or treatment of hazardous materials as a result of its Work.

SECTION 10: HAZARDOUS MATERIALS INDEMNITY: The Client acknowledges that RONE has neither created nor contributed to the creation of existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the site. Accordingly, except as expressly provided in this contract, the Client waives any claim against RONE and agrees to indemnify and save RONE, its agents, and employees harmless from any claim, liability or defense cost, including but not limited to attorney fees and other incidental costs, for injury or loss sustained by any party from such exposures, regardless of whether such exposure was allegedly arising out of or related to RONE's performance of services hereunder.

SECTION 11: TERMINATION: This Agreement may be terminated by either party seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, RONE shall be paid for services performed to the termination notice date plus reasonable termination expenses. Expenses of termination or suspension shall include all direct costs of RONE required to complete analyses and records necessary to complete its files and may also include a report on the services performed to the date of notice of termination or suspension.

Terms and Conditions

SECTION 12: PROVISIONS SEVERABLE: The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these Terms and Conditions be enforced as written. In the event any of the provisions of these Terms and Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

SECTION 13: ENTIRE AGREEMENT: These Terms and Conditions and RONE's proposal constitute the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

SECTION 14: OWNERSHIP OF DOCUMENTS: All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by RONE as instruments of service, shall remain the property of RONE unless there are other written agreements to the contrary.

SECTION 15: ASSIGNS: Client may not delegate, assign, subcontract or transfer its duties (including payment) or interest in this agreement without the written consent of RONE.

SECTION 16: INDEMNIFICATION: To the fullest extent permitted by applicable law, Client expressly agrees to defend (at Client's expense and with counsel acceptable to RONE), indemnify, and save and hold harmless RONE and all of its officers, directors, shareholders, employees, agents, successors, predecessors and assigns, from and against any and all claims, suits, losses, causes of action, damages, liabilities, and expenses of any kind whatsoever, including without limitation, all expenses of litigation and arbitration, court costs, and attorney's fees, arising on account of or in connection with injuries to or the death of any person whomsoever, claims for damages from any third party, or any and all damages to property (including the loss of use thereof), regardless of possession or ownership, which injuries, death or damages arise from, or are in any manner connected with, or alleged to be connected with, the Client's property or work being performed on Client's property by RONE or by persons or entities other than RONE, or are caused in whole or part by reason of the acts or omissions or presence of the person or property of the Client or any of its employees, agents, representatives, subcontractors, or suppliers, INCLUDING, WITHOUT LIMITATION, INJURIES, DEATH, OR DAMAGES WHICH ARISE FROM OR IN CONNECTION WITH, OR ARE CAUSED BY, ANY ACT, ERROR, OMISSION, OR NEGLIGENCE OF RONE AND ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, CLIENTS, OR SUPPLIERS; BUT EXCLUDING INJURIES, DEATH, OR DAMAGES CAUSED BY THE SOLE NEGLIGENCE OR WANTON AND WILLFUL MISCONDUCT OF RONE. The indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Client under worker's or workman's compensation acts, disability benefit acts or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the Client or of any third party to whom Client may subcontract any work.

SECTION 17: COSTS AND TENDERING OF INDEMNIFICATION DEFENSE: The indemnities agreed to by Client herein expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation or arbitration whether or not the claims made for loss, injury, damage or property damage are valid or groundless, and regardless of whether the defense of RONE is maintained by RONE or assumed by Client. RONE in its sole discretion and at its sole option may defend any or all of the indemnified claims or tender to Client the defense of any or all of the indemnified claims. Upon such tender by RONE to Client, Client shall be bound and obligated to assume the defense of RONE in the indemnified claims, including the settlement negotiations, and shall pay, liquidate, discharge and satisfy any and all settlements, judgements, awards or expenses resulting from or arising out of the indemnified claims without reimbursement from RONE. It is understood and agreed by Client that if RONE tenders the defense of an indemnified claim to Client and Client fails or neglects to assume the defense thereof, RONE may compromise and settle or defend any such suit or action, and Client shall be bound and obligated to reimburse RONE for the amount expended by it in settling or compromising any such claim, or in the amount expended by RONE in paying any judgement rendered therein, together with all reasonable attorney's fees and cost of litigation incurred by RONE by reason of its defense, settlement or compromise of such indemnified claims.

SECTION 18: COLLECTION OF AMOUNTS OWED TO RONE: In the event that Client owes any amount to RONE, whether under this Agreement or otherwise, Client agrees to RONE's employment of whatever collection methods it deems reasonable and expedient, including but not limited to garnishment (pre and post judgement), sequestration, attachment or any other legal method. Client agrees to waive any and all bond requirements associated therewith. Client agrees to pay all costs of collection, including attorney's fees.

SECTION 19: NOTICE: All notices required under this Subcontract Agreement shall be sent via certified mail return receipt requested to the address set forth in the proposal, via facsimile number listed on the proposal or via hand delivery to the office set forth on the proposal. Verbal notification to RONE will not satisfy the notice requirements herein. To the extent any notice provision of these Terms and Conditions violates applicable law in that it is too strict or restrictive, the provision shall be automatically modified to the standards mandated by the applicable law and shall not be void.