

BRUNSWICK COUNTY
CHANGE ORDER NO. 3

PROJECT: **Courthouse
Addition & Renovation**
ORIG. TIME OF COMP.
(730) days- NTP was
04/01/2020
ORIG. DATE OF COMP.

CAUSE CODE: **OR & CR**

April 2, 2022

FOR BC USE ONLY

- ☒ **OR Owner Request**
☒ **CR Contractor Request**

☐ **DR Designer Request**

☐ **CC Concealed Condition**
☐ **DE Design Error**
☐ **DO Design Omission**
☐ **SC Schedule Change**
☐ **OT Other**

Under the terms of the Contract and without invalidating the original provisions thereof, the following change(s) in work is(are) authorized for the change in Contract amount herein set forth: Description of change order with detailed breakdown attached):

		<u>Code</u>
• ARP #107R1 – Exterior Caulking of Vertical & Horizontal Precast Joints:	\$45,565.80	(OR)
• ARP #114R1 – Exterior Caulking at Windows, Doors and Louvers:	\$21,940.80	(OR)
• ARP #127 – Exterior Building Pressure Washing	\$14,120.40	(OR)

Total: \$81,627.00

ALSO:

- Additional Contract Days due to redesign of Courtroom #5: (14) days (CR)
- Rain days for January (1), Feb (3), March (3) & July (4): (11) days (CR)(OR)

The Time of Completion including previous orders is **(753)** calendar days and shall be **(increased)** (decreased) (unchanged) by **(25)** calendar days by this change order for a **revised Contract Date of Completion of May 20, 2022.**

CONTRACT COST SUMMARY

					TOTALS
1. Original Contract Amount					\$10,983,000
2. Amount of Previous Orders	ADD	\$451,642.00	Deduct	\$0	
3. Amount of This Order:	ADD	\$81,627.00	Deduct	\$0	
4. Total additions lines 2 & 3		\$533,269.00	Minus Total Deducts:	\$0	\$533,269.00
(Line 4 shall show the net amount to be added or [deducted] from the original Contract amount.)					
5. Revised Contract Total Amount					\$11,516,269

I certify that my Bonding Company will be notified forthwith that my Contract has been changed by the amount of this change order, and that a copy of the approved change order will be mailed upon receipt by me to my surety.

Matthew Brittan, PM

Monteith Construction Corporation

By:

Matthew Brittan – Project Manager

10/06/21

(Date)

John R. Sawyer

Sawyer Sherwood & Assoc. Architecture

By:

John Sawyer, AIA – Sawyer Sherwood Assoc.

10/6/2021

(Date)

Wm. L. Pinnix, P.E.

Brunswick County

By:

Wm. L. Pinnix, P.E. – Dir. Of Engineering

10/5/2021

(Date)

Randy Thompson, Chairman

(County Commissioners)

By:

Randy Thompson, Chairman

(Date)

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Approved as to Form.

Brunswick County Finance Officer

Brunswick County Attorney

DISTRIBUTION: 1 original to Owner 1 original to Contractor 1 original to Architect

DESIGNER'S REQUEST FOR AUTHORIZATION TO CHANGE

DATE:

REQUEST NO.: Change Order (3)

PROJECT NAME: Courthouse Addition & Renovation

OWNER: Brunswick County

CONTRACTOR: Monteith Construction Corporation

DESIGNER: Sawyer Sherwood & Associate Architecture

CONTRACT FOR:

REASON FOR CHANGE:

- (1) Exterior Building Joint Maintenance and Building Cleaning
- (2) Additional Contract Days for Contractor due to Courtroom #5 and associated areas redesign
- (3) Additional Contract Days for Inclement Weather per Contract for Jan, Feb, March, and July of 2021

SUMMARY REVIEW OF CONTRACTOR'S ESTIMATE FOR TIME AND COST: (Attach Contractor's detailed cost breakdown of labor and materials)

Attached

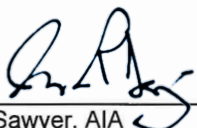
DESIGNER SUMMARY:

- 1. Schedule items affected by this change: **Project is currently on schedule.**
- 2. Can Contractor mitigate the change without requiring a Contract time extension? **No (CR #5 redesign)**
- 3. Will the change require a Contract time extension for other Contractors? Which? **No**
- 4. Are additional costs indicated by reason of the time extension If so they must be included in 5 & 6 Below. **No**

	CONTRACTOR'S ESTIMATE	DESIGNER'S ESTIMATE
5. Estimated cost of change:		
6. Estimated time extension field cost (if any):		

DESIGNER RECOMMENDATION AND CERTIFICATION:

I certify that I have reviewed all aspects of this change order and have determined that it is in the best interest of the Owner to have the work accomplished. I have also determined that the cost and time allotment are fair and equitable, and I recommend acceptance by the Owner.

Approved by:  Date: 10/6/2021

John Sawyer, AIA

President: Sawyer Sherwood & Associate Architecture

Allowance Reduction Proposal



Wilmington
Raleigh
Charleston

208 Princess
Wilmington, NC 28401
P: 910-791-8101
monteithco.com

Bruns. Co. Eng. Dept.
08/04/2021 8:18:10 AM

Date: 8.03.21

Project: Brunswick County Courthouse Addition & Renovations

Owner Address: 310 Government Center Drive, NE
Bolivia, North Carolina 28422

ARP #: 107 R.1 - Exterior Caulking at Vertical & Horizontal Precast Joints

Proposal includes all labor, material, and equipment associated removing existing caulking at the vertical and horizontal precast joints on the existing courthouse building. Existing caulking will be removed, then closed cell backer rod, joints primed, and installation of Dow Corning 790. Price also includes ECS as a Third Party Inspection with scope outlined in their attached proposal. Installation warranty valid for 1 year.

<u>Subcontractor</u>	<u>Proposal Total</u>
<u>Kool Green</u>	<u>\$38,000.00</u>
<u>MCC</u>	<u>\$896.00</u>
<u>ECS</u>	<u>\$3,500.00</u>
<u>Landscaping - Pleaseholder</u>	<u>\$1,000.00</u>
TOTAL SUBCONTRACTS	<u>\$43,396.00</u>
5% GC FEE	<u>\$2,169.80</u>
TOTAL CHANGE AMOUNT	<u>\$45,565.80</u>

Sincerely,

Matt Brittan

Matt Brittan

Monteith Acceptance

Owner Acceptance

MONTEITH
CONSTRUCTION CORP.
RALEIGH | WILMINGTON

Sheet 3 of 23
ARP 107R1



Restoration & Waterproofing

PHONE: 910.367.7417

9190 SUE CIRCLE, LELAND, NC 28451

EMAIL: koolgreeninc@gmail.com

BCCH Precast Recaulking

Manlifts	\$ 6000.00
Tools to remove Caulking	\$ 2000.00
Caulking Materials	\$12800.00
Backing Rod	\$ 870.00
Labor to remove and replace caulking	\$16330.00

Total: \$38,000

Sheet 3 of 23
APP 10 TRI

SubContractor's Change Order Proposal Cover (Sheet "A")

Brunswick Courthouse Addition & Renovation

(Form used for 1st, 2nd, 3rd tier subs)

Kool Green

Detailed Scope Of Work: Proposal includes material and labor to remove and replace precast caulk.

C.O.R. Total*

\$

38,000.45

(Signature here):

Date: 6.04.21

(Type name here): Jay

Brunswick Courthouse

SubContractor Summary - (Sheet "B")				
<div style="border: 1px solid black; width: 200px; height: 50px; margin: auto;"></div>				
Summary of SubContractor's Self Performed Work				
(1.) (= line e. from Sheet "C").	Total Material*	\$	15,670.10	
(2.) (=Line e. from Sheet "D").	Total Labor*	\$	16,330.00	
(3.) (= line e. from Sheet "E").	Total Equipment*	\$	6,000.35	
(4.) (=lines 1 + 2 + 3)	Self Performed Work*	\$	38,000.45	
Summary of other Quoted Work (subcontracts)				
(5.) Quote - Subcontractor #1	Quote #1 Total* (without OH&P)	\$	-	
(6.) Quote - Subcontractor #2	Quote #2 Total* (without OH&P)	\$	-	
(7.) Quote - Subcontractor #3	Quote #3 Total* (without OH&P)	\$	-	
(8.) (lines 5 + 6 + 7)	Quoted (subcontract) Work*	\$	-	
(9.) (on line 8)	8% max)	20% OH&P	\$	-
(10.) (lines 8 + 9)	Total - Quoted (subcontract) Work*	\$	-	
(11.) (lines 4 + 10)	Total - Self Performed & Quoted (subcontract) Work* (less bond, ins, &	\$	38,000.45	
(12.) (on line 11.)	(if applicable)	0.00% Bond*	\$	-
(14.) (lines 14 + 16)	C.O.R. Total - All Work*	\$	38,000.45	
* Do Not Round Off Numbers				

Sheet 5 of 23
ARP 107 R1

SubContractor Material Break Down - (Sheet "C")

[illegible]

SubContractor Labor Break Down (Sheet "D")

[illegible]

Sheet 7 of 23
ARP107R1

SubContractor Equipment Break Down (Sheet "E")

Equipment Type	Rental Per Hour		Rental Per Day		Rental Per Week		Rental Per Month		Extension*
	Hour(s)	Charge	# Day(s)	Charge	# Week(s)	Charge	# Month(s)	Charge	
Manlift	/hr(s)	@ \$ - /hr	day(s)	@ \$ - /day	/wk(s)	@ \$ - /wk(s)	2 /mth(s)	@ \$ 2,367.00 /mth(s)	\$ 4,734.00
	/hr(s)	@ \$ - /hr	day(s)	@ \$ - /day	/wk(s)	@ \$ - /wk(s)	/mth(s)	@ \$ - /mth(s)	\$ -
	/hr(s)	@ \$ - /hr	day(s)	@ \$ - /day	/wk(s)	@ \$ - /wk(s)	/mth(s)	@ \$ - /mth(s)	\$ -
	/hr(s)	@ \$ - /hr	day(s)	@ \$ - /day	/wk(s)	@ \$ - /wk(s)	/mth(s)	@ \$ - /mth(s)	\$ -
	/hr(s)	@ \$ - /hr	day(s)	@ \$ - /day	/wk(s)	@ \$ - /wk(s)	/mth(s)	@ \$ - /mth(s)	\$ -
	/hr(s)	@ \$ - /hr	day(s)	@ \$ - /day	/wk(s)	@ \$ - /wk(s)	/mth(s)	@ \$ - /mth(s)	\$ -
	a. Raw Equipment*								\$ 4,734.00

Shipping Breakout

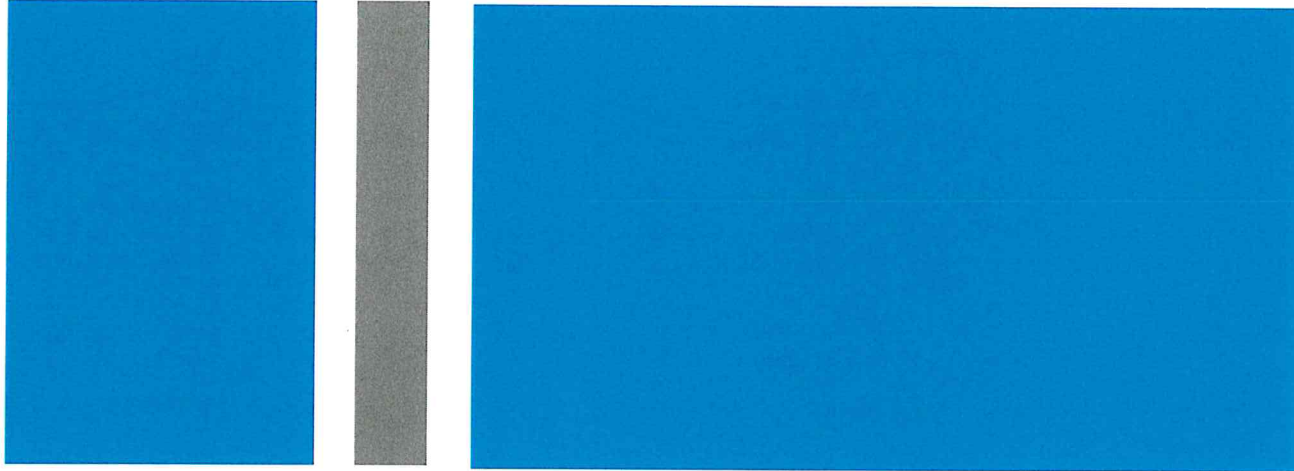
Equipment Type	Unit	Unit Cost	Extension
	@	\$ -	\$ -
	@	\$ -	\$ -
b. Shipping Cost*			\$ -

(No sales tax charge on contractor owned equipment) Enter 0 on line c. if contractor owned

c.	(on line a.)	6.75%	Sales Tax	\$ 319.55
d.	(on line a.)	20%	OH&P	\$ 946.80
e.	(lines a. + b. + c. + d.)	Total Equipment*		\$ 6,000.35

* Do Not Round Off Numbers

Sheet 8 of 23
APP 107R1



ECS Southeast, LLP

Proposal for Wall Sealant Joint Testing and Inspections

Prepared for: Monteith Construction Co

Brunswick County Courthouse Addition & Renovations
310 Government Center Dr NE, Bolivia, NC 28422

ECS Proposal Number 48:2722P

July 12, 2021





ECS Southeast, LLP

Geotechnical • Construction Materials • Environmental • Facilities

"Setting the Standard for Service"

Sheet 9 of 23
ARP 10TRI

July 12, 2021

Mr. Matthew Brittan
Project Manager
Monteith Construction Co
208 Princess Street
Wilmington, NC 28401

ECS Proposal No. 48:2722P

Reference: Proposal for Wall Sealant Joint Testing and Inspections
Brunswick County Courthouse Addition & Renovations
310 Government Center Dr NE, Bolivia, NC 28422

Dear Mr. Brittan,

ECS Southeast, LLP (ECS) is pleased to provide our estimated cost proposal for providing Wall Sealant Joint Testing and Inspections for the referenced project located at 310 Government Center Dr NE, Bolivia, NC. The services offered in this proposal are intended to evaluate and test the existing building's precast concrete panel sealant joints.

We appreciate the opportunity to be of service to you on this important project. If you have any questions or comments concerning this proposal, or would like adjustments to our proposed scope of services or schedule, please do not hesitate to contact us at (8743) 384-7675 or at rberry@ecslimited.com.

Richard Berry, AIA
Senior Project Architect
rberry@ecslimited.com

Ray Gideon
Facilities Branch Manager
rgideon@ecslimited.com

1.0 PROJECT INFORMATION

We understand the subject property is located at 310 Government Center Dr NE, Bolivia, NC and consists of an existing three-story government office building with the new construction of a three-story addition. The existing exterior cladding generally consists of tilt-up precast panels. The existing roofing generally consist of a modified bitumen system. The existing fenestration systems generally consist of aluminum frame double pane.

ECS was requested by Monteith Construction Co to submit a proposal to perform on-building sealant joint testing of the existing building's precast concrete panel joints. It is understood the proposed testing follows the installation of new joint sealants on the existing building. ECS was provided with the following documents:

1. *Project Drawings, 'G' and 'A' series, dated September 23, 2019*
2. *Project Specifications, Division 07 9200, dated September 23, 2019*

ECS was not provided with a Project Schedule. The Scope of Services presented in Section 2.0 of this proposal is based on a review of the available documents and our recommendations for building envelope QAO and Performance Testing.

2.0 SCOPE OF SERVICES

2.1 Construction Phase - Consulting, Testing and Quality Assurance

2.1.1 Joint Sealants

1. Joint Sealants include polyurethane, silicone and hybrid sealants installed at the vertical and horizontal exterior wall panels where precast concrete conditions meet. This item corresponds to Project Specification Section 07 9200-1.05.
2. ECS will travel to the Project Site and conduct testing on the existing joints.
3. Specific items to be observed may include the following:
 - Surface and joint condition
 - Sealant joint widths and profiles
 - Cohesion and adhesion to substrates
4. Field Adhesion Testing:
 - ECS will provide field adhesion to substrate testing in general accordance with ASTM C1521 (Destructive Procedure, Method A, Tail Procedure).
 - Testing Frequency: We anticipate conducting testing for each type of sealant and joint substrate, at a rate of one test per every 30 linear feet in the first 90 linear feet of joint. If no test failure is observed in the first 90 feet of joint, one test shall be performed every 150 linear feet thereafter or approximately once per floor per three panel modules.
5. **Assumptions**

- *If specimens to be tested are not on ground level, the contractor will provide safe access to the exterior of the specimens being tested. This includes man-lifts, swing-stages, etc. and an operator to run the equipment, if necessary. If safe access is not provided, ECS can arrange our own access for a pre-determined additional fee.*
- *Test areas must be dry and clear.*
- *ECS is not responsible for damage caused by field testing activities.*
- *ECS will require the sealant product submittal prior to testing.*
- *Window frame sealants and gaskets are excluded.*
- *Sidewalk paving to wall sealants are excluded.*
- *Roofing coping components are excluded.*
- *New construction addition is excluded.*

3.0 ESTIMATED COSTS

Our estimated fee for providing the services mentioned above will be on the order of **\$3,500.**

Our estimate is based on information available at the time of this proposal and includes professional and administrative support. These services are not full time on-site observations unless otherwise noted herein, or shown as such on the below cost estimate. Any services in addition to those outlined in this proposal will be billed in accordance with the unit rate schedule provided.

Our actual fee may be greater or less than the estimate based upon actual quantities calculated using the below unit rates. Additional site visits for specific tasks of retesting failed tests or hours in excess of those shown have not been included in our fee estimate. Should supplemental services be deemed necessary at a later date, they will be invoiced at the rate noted on the fee schedule in effect at that time, unless otherwise agreed upon in advance. The unit prices listed herein shall remain as stated throughout the project.

4.0 PROJECT UNIT RATES

Services provided for this project will be billed in accordance with the unit rate schedule provided below. Charges for personnel will be made for time spent in work, including travel (portal-to-portal from the Myrtle Beach office), directly related to the project as requested. There will be a 4-hour minimum charge for field related services. Our unit rates are based on a normal 8-hour work day, Monday through Friday, between normal business hours of 7:00 a.m. to 5:00 p.m. Overtime beyond 8 hours/day, outside normal hours and on Saturday, Sunday and holidays will be invoiced at a rate of 1.5 times the normal hourly rate.

DESCRIPTION	UNIT RATE
Building Envelope Principal Level	\$200/hour
Building Envelope Senior Project Level	\$160/hour
Building Envelope Project Level	\$125/hour
Building Envelope Staff Project Level	\$105/hour
Building Envelope Technician	\$75/hour
Administrative	\$55/hour
Mileage	\$0.70/mile
ASTM C1521	\$125.00/hour
Other Consumables/Reimbursable Expenses	cost + 20%

5.0 COMMUNICATION, REPORTING, BILLING, AND CONTRACT CONDITIONS

We anticipate our services will be needed on an on-call basis. The appropriate contractor or owner representative should contact our Project Manager for scheduling requests; the direct phone number is (843) 384-7675. To provide the appropriate level of staffing to meet the project requirements, building envelope observation scheduling requests must be made 48 hours in advance. For testing services we request a one-week notice.

You will be issued daily field reports as part of our service. Because our reporting systems are fully computerized, we are generally able to submit these reports within 48 hours of the site visit. If deficiencies in procedures or materials are recognized in the field, the general contractor will be verbally notified so the problem may be resolved prior to the performance of additional work. Copies of reports will be forwarded to each party designated by the client, at no extra charge, as part of our service. Upon request, ECS will provide a separate invoice for services provided outside the scope of services for the estimated cost.

Invoices will be issued on a monthly basis and will provide a week-by-week breakdown of billing units unless modified by request of the Client. They are normally processed on or around the 10th of each month and represent costs incurred during the previous month. These invoices will also display a monthly cumulative summary of project costs to date. This monthly summary will serve as a means of monitoring job expenses as they relate to job progress. We request that payment is rendered within

30 days of receipt of the invoice. ECS reserves the right to assess a finance charge of 1.5% per month on the outstanding balance over 30 days. ECS also reserves the right to withhold final certifications until outstanding balances have been paid in full.

6.0 PROPOSAL ACCEPTANCE

If the scope of work as outlined above and the attached Terms and Conditions of Service are acceptable to you, please sign the Proposal Acceptance Form return to ECS. Please note that the attached Terms and Conditions of Service are incorporated herein by reference and are an integral part of this agreement between us.

Alternatively, you could issue a letter of acceptance or purchase order. If you opt to do so, ECS would ask that you include the proposal number and date hereof on such documents in order to incorporate this proposal by reference.

By signing the Proposal Acceptance Form or by referencing this proposal in other documents intended to authorize ECS to proceed with the scope of services described above you are also accepting the Terms and Conditions of Service and making this proposal the agreement between ECS and you.

This proposal is valid for a period of sixty days; beyond that date it may be necessary to revise our schedule or fee.

Fully completing and signing the attached Proposal Acceptance Form will provide formal authorization for ECS to enter the site and perform the above work, as well as providing proper invoicing instructions and distribution lists for reports and correspondence. Please provide any specific instructions or details not covered in this proposal on the attached Proposal Acceptance Form. Please note we have provided a place for you to enter invoicing instructions and report distribution.

7.0 PROPOSAL ACCEPTANCE FORM

PROPOSAL ACCEPTANCE FORM (Please Print or Type)	
Project Name	Brunswick County Courthouse Addition & Renovations
Location	310 Government Center Dr NE, Bolivia, NC 28422
Fee Estimate	\$3,500

Please complete and return this Proposal Acceptance Form to ECS. By signing and returning this form, you are authorizing ECS to proceed, providing ECS permission to enter the site, and making this proposal the agreement between ECS and you. Your signature also indicates you have read this document and the Terms and Conditions of Service in their entirety and agree to pay for services as above set forth.

CLIENT INFORMATION	
Signature - Authorized Representative for Entity Responsible for Payment	
Print or Type Name of Client and Company	
Date of Execution	
Proposal Addressee - Name	Matthew Brittan
Proposal Addressee - Company	Monteith Construction Co
INVOICE INFORMATION	
Please Print Below if Invoice Addressee is Different Than Proposal Addressee or Special Invoicing Instructions	
Invoice Addressee - Name	
Invoice Addressee - Company	
Invoice Addressee - Street Address 1	
Invoice Addressee - Street Address 2	
Invoice Addressee - City, State, Zip Code	
Invoice Addressee - Email	
Invoice Addressee - Phone Number	
Purchase Order Number	
Client Project/Account Number	
Pay Application Required	

8.0 TERMS AND CONDITIONS OF SERVICE

Attached to this proposal and an integral part of our proposal, are our "Terms and Conditions of Service". These terms and conditions represent the current recommendations of the Association of Soil and Foundation Engineers, the Consulting Engineers' Council, and the Geotechnical Division of the American Society of Civil Engineers.

Our insurance carrier requires that we have a signed contract prior to the release of any information. This letter is the agreement for our services. Your acceptance of this proposal should be indicated by signing and returning the enclosed Proposal Acceptance form to us.

Terms and Conditions of Service

The professional services (the "Services") to be provided by ECS Southeast, LLP ("ECS") pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing shall form the Agreement between ECS and Monteith Construction Co (Client).

1.0 INDEPENDENT CONSULTANT STATUS - ECS shall serve as an independent professional consultant to CLIENT for Service on the Project, identified above, and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants.

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S agents, contractors and consultants ("Contractors"). CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms and Conditions of Service or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guaranty of any nature whatsoever.

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable laws or regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Services requires ECS to penetrate a surface, CLIENT shall furnish and/or shall direct CLIENT'S or CLIENT'S Contractors to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees or fee schedule to reflect any additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT'S Contractors, including such information that becomes incorporated into ECS documents.

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readily apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. CLIENT agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' additional services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the site for the performance of Services. CLIENT hereby grants ECS and its agents, subcontractors and/or subconsultants ("Subconsultants"), the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS and its Subconsultants harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' Subconsultant's request for utility marking services made in accordance with local industry standards.

9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the first issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this Agreement to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with its Project for which the Documents of Service are provided until the completion of the Project.

11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use.

Terms and Conditions of Service

CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT and its Contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.

11.3 Without ECS' prior written consent, CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose. Any reuse without ECS' written consent shall be at CLIENT's sole risk and without liability to ECS or its Subconsultants. CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or Damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.

11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 SAFETY

12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its Contractors from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.

12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, fall protection, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.

13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT's contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.

13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any contractor or consultant or any of their subcontractors or subconsultants.

13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete work being installed by CLIENT's Contractors. If CLIENT elects to retain ECS on a part-time or on-call basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risk that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing in exchange for CLIENT's receipt of an immediate cost savings. Unless the CLIENT can show that ECS' errors or omissions are contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part-time or on-call basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all Damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from work that was monitored or tested by ECS on a part-time or on-call basis.

14.0 CERTIFICATIONS - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the professional fees section of the Proposal. Any estimate of professional fees stated shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.

15.2 CLIENT agrees that all professional fees and other unit rates may be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%. 15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the scope of Services, professional fees, and time schedule.

15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this Agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the professional Fees. Invoices are due and payable upon receipt.

15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice date. CLIENT agrees to pay the undisputed amount of such invoice promptly.

15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.

15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT's ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT's successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT's client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.

15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

16.1 CLIENT and CLIENT's Contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to client-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT's personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.

16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

17.0 INSURANCE - ECS represents that it and its subcontractors and subconsultants maintain workers compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

18.1 CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.

18.1.1 If the proposed fees are \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.

18.1.2 If the proposed fees are in excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$50,000, or the total fee for the services rendered, whichever is greater.

18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.

18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this Agreement or the services provided as a result of the Proposal be limited to \$500,000.

19.0 INDEMNIFICATION

19.1 Subject to Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.)

19.2 To the fullest extent permitted by law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ("Damages") caused in whole or in part by the acts, errors, or omissions of the CLIENT or CLIENT's employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.

Terms and Conditions of Service

19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. **IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.**

19.4 **IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.**

19.5 **IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.**

20.0 CONSEQUENTIAL DAMAGES

20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.

20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

21.0 SOURCES OF RECOVERY

21.1 All claims for damages related to the Services provided under this Agreement shall be made against the ECS entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS.

21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.

22.0 THIRD PARTY CLAIMS EXCLUSION - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the Agreement. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.

23.0 DISPUTE RESOLUTION

23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen calendar (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.

23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.

23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.

24.0 CURING A BREACH

24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.

24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

25.0 TERMINATION

25.1 CLIENT or ECS may terminate this Agreement for breach, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.

25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.

26.0 TIME BAR TO LEGAL ACTION - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this Agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.

27.0 ASSIGNMENT - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.

28.0 SEVERABILITY - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.

29.0 SURVIVAL - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the Agreement.

30.0 TITLES: ENTIRE AGREEMENT

30.1 The titles used herein are for general reference only and are not part of the Terms.

30.2 These Terms together with the Proposal, including all exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and ECS ("Agreement"). CLIENT acknowledges that all prior understandings and negotiations are superseded by this Agreement.

30.3 CLIENT and ECS agree that subsequent modifications to the Agreement shall not be binding unless made in writing and signed by authorized representatives of both parties.

30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.

30.5 CLIENT'S execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT'S acceptance of this Proposal and these Terms and their agreement to be fully bound to them. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT.

Ver. 06/14/13

Sheet 19 of 23
APP107R1

SubContractor's Change Order Proposal Cover (Sheet "A")

Brunswick Courthouse Addition & Renovation

(Form used for 1st, 2nd, 3rd tier subs)

Monteith Construction

Detailed Scope Of Work: Proposal includes labor to supervise the caulking scope and Third Party Inspections.

C.O.R. Total*

\$

896.00

(Signature here):

Date: 7.12.21

(Type name here): Matt Brittan

Brunswick Courthouse

Sheet 20 of 23
K2P107R1

SubContractor Summary - (Sheet "B")				
Summary of SubContractor's Self Performed Work				
(1.) (= line e. from Sheet "C").	Total Material*	\$	-	
(2.) (=Line e. from Sheet "D").	Total Labor*	\$	896.00	
(3.) (= line e. from Sheet "E").	Total Equipment*	\$	-	
(4.) (=lines 1 + 2 + 3)	Self Performed Work*	\$	896.00	
Summary of other Quoted Work (subcontracts)				
(5.) Quote - Subcontractor #1	Quote #1 Total* (without OH&P)	\$	-	
(6.) Quote - Subcontractor #2	Quote #2 Total* (without OH&P)	\$	-	
(7.) Quote - Subcontractor #3	Quote #3 Total* (without OH&P)	\$	-	
(8.) (lines 5 + 6 + 7)	Quoted (subcontract) Work*	\$	-	
(9.) (on line 8)	8% max)	20% OH&P	\$	-
(10.) (lines 8 + 9)	Total - Quoted (subcontract) Work*	\$	-	
(11.) (lines 4 + 10)	Total - Self Performed & Quoted (subcontract) Work* (less bond, ins, &	\$	896.00	
(12.) (on line 11.)	(if applicable)	0.00% Bond*	\$	-
(14.) (lines 14 + 16)	C.O.R. Total - All Work*	\$	896.00	
* Do Not Round Off Numbers				

Sheet 21 of 23
A2P107R1

SubContractor Material Break Down - (Sheet "C")

[illegible]

APP 107 R1

SubContractor Labor Break Down (Sheet "D")

[illegible]

				a.	Raw Total*	\$	560.00
on line a.				b.	40%	Burden	\$ 224.00

on line a.	c.	20%	OH&P	\$	112.00
(lines a. + b. + c.)	d.	Total Labor*		\$	896.00

* **Do Not** Round Off Numbers

Sheet 23 of 23
ARP107R1

SubContractor Equipment Break Down (Sheet "E")

Equipment Type	Rental Per Hour		Rental Per Day		Rental Per Week		Rental Per Month		Extension*
	Hour(s)	Charge	# Day(s)	Charge	# Week(s)	Charge	# Month(s)	Charge	
	/hr(s)	@ \$ - /hr	day(s)	@ \$ - /day	/wk(s)	@ \$ - /wk(s)	/mth(s)	@ \$ - /mth(s)	\$ -
	/hr(s)	@ \$ - /hr	day(s)	@ \$ - /day	/wk(s)	@ \$ - /wk(s)	/mth(s)	@ \$ - /mth(s)	\$ -
	/hr(s)	@ \$ - /hr	day(s)	@ \$ - /day	/wk(s)	@ \$ - /wk(s)	/mth(s)	@ \$ - /mth(s)	\$ -
	/hr(s)	@ \$ - /hr	day(s)	@ \$ - /day	/wk(s)	@ \$ - /wk(s)	/mth(s)	@ \$ - /mth(s)	\$ -
	/hr(s)	@ \$ - /hr	day(s)	@ \$ - /day	/wk(s)	@ \$ - /wk(s)	/mth(s)	@ \$ - /mth(s)	\$ -
a.									Raw Equipment* \$ -
Shipping Breakout									
Equipment Type	Unit	Unit Cost							Extension
	@	\$ -							\$ -
	@	\$ -							\$ -
b.									Shipping Cost* \$ -
(No sales tax charge on contractor owned equipment) Enter 0 on line c, if contractor owned									
c. (on line a.)									6.75% Sales Tax \$ -
d. (on line a.)									20% OH&P \$ -
e. (lines a. + b. + c. + d.)									Total Equipment* \$ -

* Do Not Round Off Numbers

Allowance Reduction Proposal

SHEET 1 of 23



Wilmington
Raleigh
Charleston

208 Princess
Wilmington, NC 28401
P: 910-791-8101
monteithco.com

Bruns. Co. Eng. Dept.
08/04/2021 8:18:48 AM

Date: 8.03.21

Project: Brunswick County Courthouse Addition & Renovations

Owner Address: 310 Government Center Drive, NE
Bolivia, North Carolina 28422

ARP #114 R.1 - Exterior Caulking at Windows, Doors & Louvers

Proposal includes all labor, material, and equipment associated removing existing caulking at the windows, doors & louvers on the existing courthouse building. Existing caulking will be removed, then closed cell backer rod, joints primed, and installation of Dow Corning 790. Price also includes ECS as a Third Party Inspection with scope outlined in their attached proposal. Installation warranty valid for 1 year.

<u>Subcontractor</u>	<u>Proposal Total</u>
<u>Kool Green</u>	<u>\$16,800.00</u>
<u>MCC</u>	<u>\$896.00</u>
<u>ECS</u>	<u>\$2,200.00</u>
<u>Landscaping - Placeholder</u>	<u>\$1,000.00</u>
TOTAL SUBCONTRACTS	<u>\$20,896.00</u>
5% GC FEE	<u>\$1,044.80</u>
TOTAL CHANGE AMOUNT	<u>\$21,940.80</u>

Sincerely,

Matt Brittan

Matt Brittan

Monteith Acceptance

Owner Acceptance

MONTEITH
CONSTRUCTION CORP.
RALEIGH | WILMINGTON

SHEET 3 of 23
APP 114 R1

Kool Green Restoration and Waterproofing
9190 Sue Circle
Leland, NC 28451
(910)367-7417
koolgreeninc@gmail.com



Estimate

ADDRESS

Monteith Construction Corp.
Monteith Construction Corp.
Wilmington, NC 28405

ESTIMATE # 2348

DATE 06/01/2021

EXPIRATION DATE 06/01/2021

JOB

BCCH

ACTIVITY	QTY	RATE	AMOUNT
Caulking Remove and replace caulking around windows, louvers, doors.	1	16,800.00	16,800.00

TOTAL

\$16,800.00

Accepted By

Accepted Date

SHUT 3 1/2 23
A2P114R1

SubContractor's Change Order Proposal Cover (Sheet "A")

Brunswick Courthouse Addition & Renovation

(Form used for 1st, 2nd, 3rd tier subs)

Kool Green

Detailed Scope Of Work: Proposal includes material and labor to remove and replace caulking arounds windows, louvers and doors.

C.O.R. Total*

\$

16,800.46

(Signature here):

Date: 6.1.21

(Type name here): Jay Daniel

Brunswick Courthouse

SubContractor Summary - (Sheet "B")				
<div style="border: 1px solid black; width: 250px; height: 50px; margin: auto;"></div>				
Summary of SubContractor's Self Performed Work				
(1.) (= line e. from Sheet "C").	Total Material*	\$	5,000.29	
(2.) (=Line e. from Sheet "D").	Total Labor*	\$	8,800.00	
(3.) (= line e. from Sheet "E").	Total Equipment*	\$	3,000.17	
(4.) (=lines 1 + 2 + 3)	Self Performed Work*	\$	16,800.46	
Summary of other Quoted Work (subcontracts)				
(5.) Quote - Subcontractor #1	Quote #1 Total* (without OH&P)	\$	-	
(6.) Quote - Subcontractor #2	Quote #2 Total* (without OH&P)	\$	-	
(7.) Quote - Subcontractor #3	Quote #3 Total* (without OH&P)	\$	-	
(8.) (lines 5 + 6 + 7)	Quoted (subcontract) Work*	\$	-	
(9.) (on line 8)	8% max)	20% OH&P	\$	-
(10.) (lines 8 + 9)	Total - Quoted (subcontract) Work*	\$	-	
(11.) (lines 4 + 10)	Total - Self Performed & Quoted (subcontract) Work* (less bond, ins, &		\$	16,800.46
(12.) (on line 11.)	(if applicable)	0.00% Bond*	\$	-
(14.) (lines 14 + 16)	C.O.R. Total - All Work*		\$	16,800.46
* Do Not Round Off Numbers				

ARP 114 R1

SubContractor Labor Break Down (Sheet "D")

[illegible]

				a.	Raw Total*	\$	5,500.00
on line a.				b.	40%	Burden	\$ 2,200.00

on line a.	c.	20%	OH&P	\$	1,100.00
(lines a. + b. + c.)	d.	Total Labor*			\$ 8,800.00

* **Do Not** Round Off Numbers

Sheet 1 of 23
ARP 114 R1

SubContractor Equipment Break Down (Sheet "E")

Equipment Type	Rental Per Hour		Rental Per Day		Rental Per Week		Rental Per Month		Extension*
	Hour(s)	Charge	# Day(s)	Charge	# Week(s)	Charge	# Month(s)	Charge	
Manlift	/hr(s)	@ \$ - /hr	day(s)	@ \$ - /day	/wk(s)	@ \$ - /wk(s)	1 /mth(s)	@ \$ 2,367.00 /mth(s)	\$ 2,367.00
	/hr(s)	@ \$ - /hr	day(s)	@ \$ - /day	/wk(s)	@ \$ - /wk(s)	/mth(s)	@ \$ - /mth(s)	\$ -
	/hr(s)	@ \$ - /hr	day(s)	@ \$ - /day	/wk(s)	@ \$ - /wk(s)	/mth(s)	@ \$ - /mth(s)	\$ -
	/hr(s)	@ \$ - /hr	day(s)	@ \$ - /day	/wk(s)	@ \$ - /wk(s)	/mth(s)	@ \$ - /mth(s)	\$ -
	/hr(s)	@ \$ - /hr	day(s)	@ \$ - /day	/wk(s)	@ \$ - /wk(s)	/mth(s)	@ \$ - /mth(s)	\$ -
a.								Raw Equipment*	\$ 2,367.00
Shipping Breakout									
Equipment Type	Unit	@	Unit Cost						Extension
		@	\$ -						\$ -
		@	\$ -						\$ -
b.								Shipping Cost*	\$ -
(No sales tax charge on contractor owned equipment) Enter 0 on line c. if contractor owned									
c.		(on line a.)	6.75%	Sales Tax				\$ 159.77	
d.		(on line a.)	20%	OH&P				\$ 473.40	
e.		(lines a. + b. + c. + d.)	Total Equipment*					\$ 3,000.17	

* Do Not Round Off Numbers

SHEET 8 of 23
AR0114 R1

SubContractor's Change Order Proposal Cover (Sheet "A")

Brunswick Courthouse Addition & Renovation

(Form used for 1st, 2nd, 3rd tier subs)

Monteith Construction

Detailed Scope Of Work: Proposal includes labor to supervise the caulking scope and subcontractor and Third Party Inspector

C.O.R. Total*

\$

896.00

(Signature here):

Date: 7.02.21

(Type name here):

Matt Brittan

Brunswick Courthouse

SHEET 9 of 23
ARP114R1

SubContractor Summary - (Sheet "B")				
Summary of SubContractor's Self Performed Work				
(1.) (= line e. from Sheet "C").	Total Material*	\$	-	
(2.) (=Line e. from Sheet "D").	Total Labor*	\$	896.00	
(3.) (= line e. from Sheet "E").	Total Equipment*	\$	-	
(4.) (=lines 1 + 2 + 3)	Self Performed Work*	\$	896.00	
Summary of other Quoted Work (subcontracts)				
(5.) Quote - Subcontractor #1	Quote #1 Total* (without OH&P)	\$	-	
(6.) Quote - Subcontractor #2	Quote #2 Total* (without OH&P)	\$	-	
(7.) Quote - Subcontractor #3	Quote #3 Total* (without OH&P)	\$	-	
(8.) (lines 5 + 6 + 7)	Quoted (subcontract) Work*	\$	-	
(9.) (on line 8)	8% max)	20% OH&P	\$	-
(10.) (lines 8 + 9)	Total - Quoted (subcontract) Work*	\$	-	
(11.) (lines 4 + 10)	Total - Self Performed & Quoted (subcontract) Work* (less bond, ins, &	\$	896.00	
(12.) (on line 11.)	(if applicable)	0.00% Bond*	\$	-
(14.) (lines 14 + 16)	C.O.R. Total - All Work*	\$	896.00	
* Do Not Round Off Numbers				

Sheet 10 of 23
ARP 114 R1

SubContractor Material Break Down - (Sheet "C")

[illegible]

Sheet II of 23
ARP 114 R1

SubContractor Labor Break Down (Sheet "D")

[illegible]

Sheet 12 of 23
APP 114 R1

SubContractor Equipment Break Down (Sheet "E")

Equipment Type	Rental Per Hour		Rental Per Day		Rental Per Week		Rental Per Month		Extension*	
	Hour(s)	Charge	# Day(s)	Charge	# Week(s)	Charge	# Month(s)	Charge		
	/hr(s)	@ \$ - /hr	day(s)	@ \$ - /day	/wk(s)	@ \$ - /wk(s)	/mth(s)	@ \$ - /mth(s)	\$ -	
	/hr(s)	@ \$ - /hr	day(s)	@ \$ - /day	/wk(s)	@ \$ - /wk(s)	/mth(s)	@ \$ - /mth(s)	\$ -	
	/hr(s)	@ \$ - /hr	day(s)	@ \$ - /day	/wk(s)	@ \$ - /wk(s)	/mth(s)	@ \$ - /mth(s)	\$ -	
	/hr(s)	@ \$ - /hr	day(s)	@ \$ - /day	/wk(s)	@ \$ - /wk(s)	/mth(s)	@ \$ - /mth(s)	\$ -	
	/hr(s)	@ \$ - /hr	day(s)	@ \$ - /day	/wk(s)	@ \$ - /wk(s)	/mth(s)	@ \$ - /mth(s)	\$ -	
a.									Raw Equipment*	\$ -
Shipping Breakout										
Equipment Type	Unit	Unit Cost							Extension	
	@	\$ -							\$ -	
	@	\$ -							\$ -	
b.									Shipping Cost*	\$ -
(No sales tax charge on contractor owned equipment) Enter 0 on line c. if contractor owned										
c. (on line a.)									6.75% Sales Tax	\$ -
d. (on line a.)									20% OH&P	\$ -
e. (lines a. + b. + c. + d.)									Total Equipment*	\$ -
* Do Not Round Off Numbers										

ECS Southeast, LLP

Proposal for Window Sealant Joint Testing and Inspections

Prepared for: Monteith Construction Co

Brunswick County Courthouse Addition & Renovations
310 Government Center Dr NE, Bolivia, NC 28422

ECS Proposal Number 48:2722P

July 12, 2021





ECS Southeast, LLP

Geotechnical • Construction Materials • Environmental • Facilities

"Setting the Standard for Service"

Sheet 14 of 23
ARP 114 R1

July 12, 2021

Mr. Matthew Brittan
Project Manager
Monteith Construction Co
208 Princess Street
Wilmington, NC 28401

ECS Proposal No. 48:2722P

Reference: Proposal for Window Sealant Joint Testing and Inspections
Brunswick County Courthouse Addition & Renovations
310 Government Center Dr NE, Bolivia, NC 28422

Dear Mr. Brittan,

ECS Southeast, LLP (ECS) is pleased to provide our estimated cost proposal for providing Window Sealant Joint Testing and Inspections for the referenced project located at 310 Government Center Dr NE, Bolivia, NC. The services offered in this proposal are intended to evaluate and test the existing building's window and louver sealant joints.

We appreciate the opportunity to be of service to you on this important project. If you have any questions or comments concerning this proposal, or would like adjustments to our proposed scope of services or schedule, please do not hesitate to contact us at (8743) 384-7675 or at rberry@ecslimited.com.

Richard Berry, AIA
Senior Project Architect
rberry@ecslimited.com

Ray Gideon
Facilities Branch Manager
rgideon@ecslimited.com

1.0 PROJECT INFORMATION

We understand the subject property is located at 310 Government Center Dr NE, Bolivia, NC and consists of an existing three-story government office building with the new construction of a three-story addition. The existing exterior cladding generally consists of tilt-up precast panels. The existing roofing generally consist of a modified bitumen system. The existing fenestration systems generally consist of aluminum frame double pane.

ECS was requested by Monteith Construction Co to submit a proposal to perform on-building sealant joint testing of the existing building's window and louver frame perimeter joints. It is understood the proposed testing follows the installation of new joint sealants on the existing building. ECS was provided with the following documents:

1. *Project Drawings, 'G' and 'A' series, dated September 23, 2019*
2. *Project Specifications, Division 07 9200, dated September 23, 2019*

ECS was not provided with a Project Schedule. The Scope of Services presented in Section 2.0 of this proposal is based on a review of the available documents and our recommendations for building envelope QAO and Performance Testing.

2.0 SCOPE OF SERVICES

2.1 Construction Phase - Consulting, Testing and Quality Assurance

2.1.1 Joint Sealants

1. Joint Sealants include polyurethane, silicone and hybrid sealants installed at the vertical and horizontal exterior wall panels where precast concrete conditions meet. This item corresponds to Project Specification Section 07 9200-1.05.
2. ECS will travel to the Project Site and conduct testing on the existing joints.
3. Specific items to be observed may include the following:
 - Surface and joint condition
 - Sealant joint widths and profiles
 - Cohesion and adhesion to substrates
4. Field Adhesion Testing:
 - ECS will provide field adhesion to substrate testing in general accordance with ASTM C1521 (Destructive Procedure, Method A, Tail Procedure.
 - Testing Frequency: We anticipate conducting testing at random for each type of sealant and joint substrate, at a rate of one test per every 4 windows or louvers. If no test failure is observed in the first 10 windows or louvers, then one test shall be performed every 8 windows or louvers thereafter.
5. **Assumptions**
 - *If specimens to be tested are not on ground level, the contractor will provide safe access to the exterior of the specimens being tested. This includes man-lifts, swing-stages, etc. and an operator to run the equipment, if necessary. If safe access is not provided, ECS can arrange our own access for a pre-determined additional fee.*

- *Test areas must be dry and clear.*
- *ECS is not responsible for damage caused by field testing activities.*
- *ECS will require the sealant product submittal prior to testing.*
- *Sidewalk paving to wall sealants are excluded.*
- *Roofing coping components are excluded.*
- *New construction addition is excluded.*

3.0 ESTIMATED COSTS

Our estimated fee for providing the services mentioned above will be on the order of **\$2,200.**

Our estimate is based on information available at the time of this proposal and includes professional and administrative support. These services are not full time on-site observations unless otherwise noted herein, or shown as such on the below cost estimate. Any services in addition to those outlined in this proposal will be billed in accordance with the unit rate schedule provided.

Our actual fee may be greater or less than the estimate based upon actual quantities calculated using the below unit rates. Additional site visits for specific tasks of retesting failed tests or hours in excess of those shown have not been included in our fee estimate. Should supplemental services be deemed necessary at a later date, they will be invoiced at the rate noted on the fee schedule in effect at that time, unless otherwise agreed upon in advance. The unit prices listed herein shall remain as stated throughout the project.

4.0 PROJECT UNIT RATES

Services provided for this project will be billed in accordance with the unit rate schedule provided below. Charges for personnel will be made for time spent in work, including travel (portal-to-portal from the Myrtle Beach office), directly related to the project as requested. There will be a 4-hour minimum charge for field related services. Our unit rates are based on a normal 8-hour work day, Monday through Friday, between normal business hours of 7:00 a.m. to 5:00 p.m. Overtime beyond 8 hours/day, outside normal hours and on Saturday, Sunday and holidays will be invoiced at a rate of 1.5 times the normal hourly rate.

DESCRIPTION	UNIT RATE
Building Envelope Principal Level	\$200/hour
Building Envelope Senior Project Level	\$160/hour
Building Envelope Project Level	\$125/hour
Building Envelope Staff Project Level	\$105/hour
Building Envelope Technician	\$75/hour
Administrative	\$55/hour
Mileage	\$0.70/mile
ASTM C1521	\$125.00/hour
Other Consumables/Reimbursable Expenses	cost + 20%

5.0 COMMUNICATION, REPORTING, BILLING, AND CONTRACT CONDITIONS

We anticipate our services will be needed on an on-call basis. The appropriate contractor or owner representative should contact our Project Manager for scheduling requests; the direct phone number is (843) 384-7675. To provide the appropriate level of staffing to meet the project requirements, building envelope observation scheduling requests must be made 48 hours in advance. For testing services we request a one-week notice.

You will be issued daily field reports as part of our service. Because our reporting systems are fully computerized, we are generally able to submit these reports within 48 hours of the site visit. If deficiencies in procedures or materials are recognized in the field, the general contractor will be verbally notified so the problem may be resolved prior to the performance of additional work. Copies of reports will be forwarded to each party designated by the client, at no extra charge, as part of our service. Upon request, ECS will provide a separate invoice for services provided outside the scope of services for the estimated cost.

Invoices will be issued on a monthly basis and will provide a week-by-week breakdown of billing units unless modified by request of the Client. They are normally processed on or around the 10th of each month and represent costs incurred during the previous month. These invoices will also display a monthly cumulative summary of project costs to date. This monthly summary will serve as a means of monitoring job expenses as they relate to job progress. We request that payment is rendered within

30 days of receipt of the invoice. ECS reserves the right to assess a finance charge of 1.5% per month on the outstanding balance over 30 days. ECS also reserves the right to withhold final certifications until outstanding balances have been paid in full.

6.0 PROPOSAL ACCEPTANCE

If the scope of work as outlined above and the attached Terms and Conditions of Service are acceptable to you, please sign the Proposal Acceptance Form return to ECS. Please note that the attached Terms and Conditions of Service are incorporated herein by reference and are an integral part of this agreement between us.

Alternatively, you could issue a letter of acceptance or purchase order. If you opt to do so, ECS would ask that you include the proposal number and date hereof on such documents in order to incorporate this proposal by reference.

By signing the Proposal Acceptance Form or by referencing this proposal in other documents intended to authorize ECS to proceed with the scope of services described above you are also accepting the Terms and Conditions of Service and making this proposal the agreement between ECS and you.

This proposal is valid for a period of sixty days; beyond that date it may be necessary to revise our schedule or fee.

Fully completing and signing the attached Proposal Acceptance Form will provide formal authorization for ECS to enter the site and perform the above work, as well as providing proper invoicing instructions and distribution lists for reports and correspondence. Please provide any specific instructions or details not covered in this proposal on the attached Proposal Acceptance Form. Please note we have provided a place to for you to enter invoicing instructions and report distribution.

7.0 PROPOSAL ACCEPTANCE FORM

PROPOSAL ACCEPTANCE FORM (Please Print or Type)	
Project Name	Brunswick County Courthouse Addition & Renovations
Location	310 Government Center Dr NE, Bolivia, NC 28422
Fee Estimate	\$2,200

Please complete and return this Proposal Acceptance Form to ECS. By signing and returning this form, you are authorizing ECS to proceed, providing ECS permission to enter the site, and making this proposal the agreement between ECS and you. Your signature also indicates you have read this document and the Terms and Conditions of Service in their entirety and agree to pay for services as above set forth.

CLIENT INFORMATION	
Signature - Authorized Representative for Entity Responsible for Payment	
Print or Type Name of Client and Company	
Date of Execution	
Proposal Addressee - Name	Matthew Brittan
Proposal Addressee - Company	Monteith Construction Co
INVOICE INFORMATION	
Please Print Below if Invoice Addressee is Different Than Proposal Addressee or Special Invoicing Instructions	
Invoice Addressee - Name	
Invoice Addressee - Company	
Invoice Addressee - Street Address 1	
Invoice Addressee - Street Address 2	
Invoice Addressee - City, State, Zip Code	
Invoice Addressee - Email	
Invoice Addressee - Phone Number	
Purchase Order Number	
Client Project/Account Number	
Pay Application Required	

8.0 TERMS AND CONDITIONS OF SERVICE

Attached to this proposal and an integral part of our proposal, are our "Terms and Conditions of Service". These terms and conditions represent the current recommendations of the Association of Soil and Foundation Engineers, the Consulting Engineers' Council, and the Geotechnical Division of the American Society of Civil Engineers.

Our insurance carrier requires that we have a signed contract prior to the release of any information. This letter is the agreement for our services. Your acceptance of this proposal should be indicated by signing and returning the enclosed Proposal Acceptance form to us.

Terms and Conditions of Service

The professional services (the "Services") to be provided by ECS Southeast, LLP ["ECS"] pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing shall form the Agreement between ECS and Monteith Construction Co (Client).

1.0 INDEPENDENT CONSULTANT STATUS - ECS shall serve as an independent professional consultant to CLIENT for Service on the Project, identified above, and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants.

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S agents, contractors and consultants ("Contractors"). CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms and Conditions of Service or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guaranty of any nature whatsoever.

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable laws or regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Services requires ECS to penetrate a surface, CLIENT shall furnish and/or shall direct CLIENT'S or CLIENT'S Contractors to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees or fee schedule to reflect any additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT'S Contractors, including such information that becomes incorporated into ECS documents.

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readily apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. CLIENT agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' additional services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the site for the performance of Services. CLIENT hereby grants ECS and its agents, subcontractors and/or subconsultants ("Subconsultants"), the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS and its Subconsultants harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' Subconsultant's request for utility marking services made in accordance with local industry standards.

9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the first issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this Agreement to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with its Project for which the Documents of Service are provided until the completion of the Project.

11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use.

Terms and Conditions of Service

CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT and its Contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.

11.3 Without ECS' prior written consent, CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose. Any reuse without ECS' written consent shall be at CLIENT's sole risk and without liability to ECS or its Subconsultants. CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or Damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.

11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 SAFETY

12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its Contractors from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.

12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, fall protection, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.

13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT's contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.

13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any contractor or consultant or any of their subcontractors or subconsultants.

13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete work being installed by CLIENT'S Contractors. If CLIENT elects to retain ECS on a part-time or on-call basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risk that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing in exchange for CLIENT'S receipt of an immediate cost savings. Unless the CLIENT can show that ECS' errors or omissions are contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part-time or on-call basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all Damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from work that was monitored or tested by ECS on a part-time or on-call basis.

14.0 CERTIFICATIONS - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the professional fees section of the Proposal. Any estimate of professional fees stated shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.

15.2 CLIENT agrees that all professional fees and other unit rates may be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%. 15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the scope of Services, professional fees, and time schedule.

15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this Agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the professional Fees. Invoices are due and payable upon receipt.

15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice date. CLIENT agrees to pay the undisputed amount of such invoice promptly.

15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.

15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT'S client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.

15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

16.1 CLIENT and CLIENT'S Contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to client-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT's personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.

16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

17.0 INSURANCE - ECS represents that it and its subcontractors and subconsultants maintain workers compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

18.1 CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.

18.1.1 If the proposed fees are \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.

18.1.2 If the proposed fees are in excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$50,000, or the total fee for the services rendered, whichever is greater.

18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.

18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this Agreement or the services provided as a result of the Proposal be limited to \$500,000.

19.0 INDEMNIFICATION

19.1 Subject to Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.)

19.2 To the fullest extent permitted by law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ("Damages") caused in whole or in part by the acts, errors, or omissions of the CLIENT or CLIENT'S employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.

Terms and Conditions of Service

19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. **IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.**

19.4 **IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.**

19.5 **IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.**

20.0 CONSEQUENTIAL DAMAGES

20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.

20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

21.0 SOURCES OF RECOVERY

21.1 All claims for damages related to the Services provided under this Agreement shall be made against the ECS entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS.

21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.

22.0 THIRD PARTY CLAIMS EXCLUSION - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the Agreement. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.

23.0 DISPUTE RESOLUTION

23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen calendar (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.

23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.

23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.

24.0 CURING A BREACH

24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.

24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

25.0 TERMINATION

25.1 CLIENT or ECS may terminate this Agreement for breach, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.

25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.

26.0 TIME BAR TO LEGAL ACTION - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this Agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.

27.0 ASSIGNMENT - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.

28.0 SEVERABILITY - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.

29.0 SURVIVAL - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the Agreement.

30.0 TITLES: ENTIRE AGREEMENT

30.1 The titles used herein are for general reference only and are not part of the Terms.

30.2 These Terms together with the Proposal, including all exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and ECS ("Agreement"). CLIENT acknowledges that all prior understandings and negotiations are superseded by this Agreement.

30.3 CLIENT and ECS agree that subsequent modifications to the Agreement shall not be binding unless made in writing and signed by authorized representatives of both parties.

30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.

30.5 CLIENT'S execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT'S acceptance of this Proposal and these Terms and their agreement to be fully bound to them. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT.

Ver. 06/14/13

Allowance Reduction Proposal



Wilmington
Raleigh
Charleston

208 Princess
Wilmington, NC 28401
P: 910-791-8101
monteithco.com

Bruns. Co. Eng. Dept.
08/04/2021 8:19:15 AM

Date: 7.12.21

Project: Brunswick County Courthouse Addition & Renovations

Owner Address: 310 Government Center Drive, NE
Bolivia, North Carolina 28422

ARP #: 127 - Exterior Building Pressure Washing

Proposal includes all labor, material, and equipment cost associated with pressure washing the existing Courthouse. Proposal includes vertical walls only, no roofing or sidewalks included. MCC is not responsible for any water intrusion issues when pressurewashing.

<u>Subcontractor</u>	<u>Proposal Total</u>
Kool Green	\$13,000.00
MCC	\$448.00
N/A	\$0.00
N/A	\$0.00
TOTAL SUBCONTRACTS	\$13,448.00
5% GC FEE	\$672.40
TOTAL CHANGE AMOUNT	\$14,120.40

Sincerely,

Matt Brittan

Matt Brittan

Monteith Acceptance

Owner Acceptance

MONTEITH
CONSTRUCTION CORP.
RALEIGH | WILMINGTON

Sheet 2 of 7
ARP #127

Kool Green Restoration and Waterproofing
9190 Sue Circle
Leland, NC 28451
(910)367-7417
koolgreeninc@gmail.com



Estimate

ADDRESS

Monteith Construction Corp.
Monteith Construction Corp.
Wilmington, NC 28405

ESTIMATE # 2361

DATE 07/06/2021

EXPIRATION DATE 07/06/2021

JOB

BCCH Pressure Washing

ACTIVITY	QTY	RATE	AMOUNT
Pressure Washing Pressure washing and cleaning of windows including lift rental.	1	13,000.00	13,000.00
TOTAL			\$13,000.00

Accepted By

Accepted Date

SHEET 3 of 7
ARP #127

SubContractor's Change Order Proposal Cover (Sheet "A")

Brunswick Courthouse Addition & Renovation

(Form used for 1st, 2nd, 3rd tier subs)

Monteith Construction

Detailed Scope Of Work: Proposal includes labor to supervise pressure washing.

C.O.R. Total*

\$

448.00

(Signature here):

Date: 7.02.21

(Type name here):

Matt Brittan

Brunswick Courthouse

SHEET 44 I
ARP#127

SubContractor Summary - (Sheet "B")				
<div style="border: 1px solid black; width: 100%; height: 100%;"></div>				
Summary of SubContractor's Self Performed Work				
(1.) (= line e. from Sheet "C").	Total Material*	\$	-	
(2.) (=Line e. from Sheet "D").	Total Labor*	\$	448.00	
(3.) (= line e. from Sheet "E").	Total Equipment*	\$	-	
(4.) (=lines 1 + 2 + 3)	Self Performed Work*	\$	448.00	
Summary of other Quoted Work (subcontracts)				
(5.) Quote - Subcontractor #1	Quote #1 Total* (without OH&P)	\$	-	
(6.) Quote - Subcontractor #2	Quote #2 Total* (without OH&P)	\$	-	
(7.) Quote - Subcontractor #3	Quote #3 Total* (without OH&P)	\$	-	
(8.) (lines 5 + 6 + 7)	Quoted (subcontract) Work*	\$	-	
(9.) (on line 8)	8% max)	20	% OH&P	\$ -
(10.) (lines 8 + 9)	Total - Quoted (subcontract) Work*	\$	-	
(11.) (lines 4 + 10)	Total - Self Performed & Quoted (subcontract) Work* (less bond, ins, &	\$	448.00	
(12.) (on line 11.)	(if applicable)	0.00%	Bond*	\$ -
(14.) (lines 14 + 16)	C.O.R. Total - All Work*	\$	448.00	
* Do Not Round Off Numbers				

Sheet 5 of 7
APP # 127

SubContractor Material Break Down - (Sheet "C")

[illegible]

ARP # 127

SubContractor Labor Break Down (Sheet "D")

[illegible]

* **Do Not** Round Off Numbers

Sheet 1 of 7
APR #127

SubContractor Equipment Break Down (Sheet "E")

Equipment Type	Rental Per Hour		Rental Per Day		Rental Per Week		Rental Per Month		Extension*
	Hour(s)	Charge	# Day(s)	Charge	# Week(s)	Charge	# Month(s)	Charge	
	/hr(s)	@ \$ - /hr	day(s)	@ \$ - /day	/wk(s)	@ \$ - /wk(s)	/mth(s)	@ \$ - /mth(s)	\$ -
	/hr(s)	@ \$ - /hr	day(s)	@ \$ - /day	/wk(s)	@ \$ - /wk(s)	/mth(s)	@ \$ - /mth(s)	\$ -
	/hr(s)	@ \$ - /hr	day(s)	@ \$ - /day	/wk(s)	@ \$ - /wk(s)	/mth(s)	@ \$ - /mth(s)	\$ -
	/hr(s)	@ \$ - /hr	day(s)	@ \$ - /day	/wk(s)	@ \$ - /wk(s)	/mth(s)	@ \$ - /mth(s)	\$ -
	/hr(s)	@ \$ - /hr	day(s)	@ \$ - /day	/wk(s)	@ \$ - /wk(s)	/mth(s)	@ \$ - /mth(s)	\$ -
a.									Raw Equipment* \$ -
Shipping Breakout									
Equipment Type	Unit	Unit Cost							Extension
	@	\$ -							\$ -
	@	\$ -							\$ -
b.									Shipping Cost* \$ -
(No sales tax charge on contractor owned equipment) Enter 0 on line c. if contractor owned									
c. (on line a.) 6.75% Sales Tax									\$ -
d. (on line a.) 20% OH&P									\$ -
e. ((lines a. + b. + c. + d.)) Total Equipment*									\$ -

* Do Not Round Off Numbers