

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
FEBRUARY 4, 2020 AGENDA

Subject:	Type:	Submitted By:
PROFESSIONAL SERVICES AGREEMENT AMENDMENT – GEOTECHNICAL SERVICES	◆ RESOLUTION ORDINANCE RECEIVE/FILE	CHRISTOPHER SOLBERG DEPUTY COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A resolution has been prepared to approve an agreement with Schemmer Associates to provide geotechnical services for miscellaneous areas along 84th Street in an amount not to exceed \$14,180.

FISCAL IMPACT

The FY19/20 Biennial Budget provides funding for multiple potential public infrastructure improvements and associated services.

RECOMMENDATION

Approval.

BACKGROUND

On November 6, 2018, the City Council approved an agreement with Design Workshop for final design services related to the Streetscape Plan for 84th Street to which Schemmer Associates served as a subconsultant.

Design work related to the proposed 84th Street underpass is necessary in order to determine the impact on the final design for streetscape improvements. One of the first steps of the design process for the underpass project is conducting a geotechnical analysis of the proposed underpass site to determine adjustments that will be necessary during the design of the underpass to soil and other underground characteristics.

RESOLUTION NO.

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH SCHEMMER ASSOCIATES, OMAHA, NEBRASKA FOR GEOTECHNICAL SERVICES IN AN AMOUNT NOT TO EXCEED \$14,180.00.

WHEREAS, the Mayor and City Council have determined that geotechnical services are necessary; and

WHEREAS, the FY19/20 Biennial Budget provides funding for the proposed services;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, that an agreement, in a form satisfactory to the City Administrator and City Attorney, be authorized with Schemmer Associates for the provision of geotechnical services in an amount not to exceed \$14,180.00.

PASSED AND APPROVED THIS 4TH DAY OF FEBRUARY 2020.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk



Design with Purpose. Build with Confidence.

October 7, 2019

Christopher A. Solberg, AICP
Senior Planner
City of La Vista
8116 Park View Blvd.
La Vista, NE 68128-2198

RE: Professional Services Proposal
Geotechnical Exploration, Soil Borings, and Recommendations
Bridge
84th Street Streetscape, LaVista, Nebraska
Schemmer Project No. 01259.KD7

Dear Chris,

The Schemmer Associates Inc. (Schemmer) proposes to render professional geotechnical engineering services for exploration and analyses of soils below a bridge on 84th Street in La Vista, Nebraska. The development of this scope of services and compensation proposal was based in part on the following:

- General project description.
- Review of the site through Google Earth and the NRCS Soil Survey.
- Review of preliminary plan concepts.

I. PROPOSED CONSTRUCTION and AVAILABLE SOIL DATA

The following data and assumptions were used in the development of this proposal.

1. The bridge will be a single span with a length of about 85 feet.
2. The trail bearing surface will be placed about 30 feet below the existing roadbed at the top of the existing embankment.
3. More than several feet of fill may be added to the side of the existing roadway embankment to provide trail connections.
4. Deep pile foundations bearing below the base of the existing roadway embankment will be used for bridge support and pile design curves with settlement analyses will be provided for up to 3 pile types.
5. A retaining wall will be placed below the bridge abutments, with no abutment slopes below the bridge.
6. Soil parameters for design of retaining wall support will be determined, with options for up to three different retaining wall design types.
7. Parameters for shallow footings will be provided.
8. Parameters for trail subgrade below the bridge will be provided.
9. The drill crew will provide roadway barricades and safety personnel acceptable to applicable government agencies.

PHONE 402.493.4800
FAX 402.493.7951

1044 North 115th Street, Suite 300
Omaha, Nebraska 68154-4436

SCHEMMER.COM

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II. SCOPE OF SERVICES

Schemmmer proposes to provide a geotechnical exploration consisting of the advancement of soil borings, testing of soil samples in the field and in our laboratory, and analyses of the soil conditions encountered to provide parameters for design of a foundation for the bridge. Two bridge borings are proposed. Since the compression of the subsoils under the existing embankment has likely densified those soils, consolidation tests from the bridge borings will not be representative of the compressible nature of the subsoils at the toe of this embankment. Therefore, we propose to advance a third boring at the toe of the existing embankment for soil consolidation testing. Recommendations will also be provided for any necessary site preparation.

Based on our review of available project data we have made the following recommendations and assumptions.

Schemmmer will advance a total of 3 borings. Two borings will be advanced to a depth of 110 feet through the exiting roadway embankment pavement, as near as practical to the proposed bridge abutment locations. A third boring will be advanced to a depth of 35 feet near the west toe of the roadway embankment. A total of 255 lineal feet of soil boring and sampling will be completed.

The scope of geotechnical exploration will consist of the following:

1. Schemmmer will provide project preparation services consisting of:
 - a. Prior to drilling, the soil boring locations will be staked by Schemmmer personnel.
 - b. Area underground utility service representatives will be contacted by our drilling subcontractor through the One-Call system to mark area public utilities and remove conflicts between drilling and utilities in accordance with State law.
 - c. Locations of private utilities will be requested from the client-designated site representative since these are not located by the One-Call system.
 - d. Site characteristics will also be noted and the boring locations adjusted to fit the site characteristics and proposed construction characteristics.
2. Schemmmer will obtain subsoil data from the field boring locations through:
 - a. Sampling of soils using a truck-mounted drilling and sampling rig. We will obtain four soil samples within the upper 10 feet of each boring and at 5-foot intervals below 10 feet to the maximum proposed depth at each drill location.
 - b. Obtaining undisturbed samples of cohesive soil using a thin-walled sampler tube in accordance with ASTM D1587, Standard Method for Thin-Walled Tube Sampling of Soils, using an open-tube (Shelby Tube) sampler having an outside diameter of 3.0 inches.
 - c. Retrieving sand or other granular soil samples with a split-barrel sampler. Standard Penetration Test (SPT) measurements will be made during the retrieval of each split-barrel sample in accordance with ASTM D1586, Standard Method for Penetration Test and Split-Barrel Sampling of Soils to determine the relative density of the granular materials.

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- d. Providing field logs of the soil types and characteristics encountered at the boring locations and recorded in the field.
 - e. Recording groundwater levels at the time of drilling and after completion of drilling.
 - f. Filling the borings with soil cutting. Excess soil cuttings will be removed from the drill locations and spread at an owner acceptable location on site.
 - g. The driller will use appropriate safety signage during drilling.
3. A field log of each boring will be written and will contain:
- a. Personnel used for the drilling.
 - b. Date of field work.
 - c. Thicknesses of existing pavement, existing fill or other disturbed soil layers, where encountered.
 - d. Approximate locations of changes in soil type with depth.
 - e. Groundwater levels when encountered during drilling within the depth of boring.
 - f. Identification of the subsurface materials described in accordance with ASTM D2488, Standard Practice for Description and Identification of Soils (Visual-Manual Procedure).
 - g. Any other observed site conditions that we estimate may affect the engineering recommendations.
 - h. Graphical presentation of the soil data.
4. Appropriate laboratory testing of recovered samples will be completed at the direction of the licensed project geotechnical engineer.
- a. Measurements of in-place water content, unit weight, shear strength, unconfined compressive strength, grain size analyses, Atterberg limits, one-dimensional consolidation, and soil classification will be conducted on selected soil samples.
 - b. Laboratory tests will be completed in accordance with ASTM procedures within the Schemmer soil testing laboratory by trained technicians using calibrated test equipment. Training and calibration data is available upon request.
5. An experienced geotechnical engineer with Schemmer will analyze the data and prepare a written report to contain the following:
- a. Description of site soil conditions and significance of area geology.
 - b. Tabulation of test data, a boring location plan and soil boring logs.
 - c. Foundation and site preparation recommendations to provide stable retaining wall support.
 - d. Minimum depth to suitable bearing material for foundations and allowable bearing pressures for shallow footings.
 - e. Frost depth requirements for the foundation system.
 - f. Analysis of soil to ascertain presence of potentially expansive soils or otherwise deleterious materials and recommendations to mitigate detrimental effects from these materials, should they be found.
 - g. Recommended types of fill and backfill soil materials and compaction requirements for support of structures.
 - h. Active, passive, and at-rest lateral earth pressures for use in design of lateral earth-supporting footings to support wind and other lateral forces.

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- i. Remedial site subsoil repair actions in the case that weak or otherwise unsuitable soils are found, if necessary.
- j. Recommendations for pavement subgrade and general pavement material recommendations.
- k. Pile design recommendations including pile capacity curves for up to 2 pile size-type combinations. Lateral pile analyses will not be provided.
- l. Anticipation of, management of, and recommendations for drainage of surface water and groundwater.
- m. Seismic design parameters required by building code, and
- n. Potential for consolidation and recommendations to control potential settlement of structures and embankments.

Environmental assessment and study are outside the scope of our geotechnical exploration. However, any subsurface contamination found by Schemmmer during our field exploration as defined by the laws and regulations of the State of Nebraska, which is detected by odor or visual examination of the soil samples, will be reported to our Client with a written recommendation to consult an environmental specialist to evaluate any environmental compliance and/or property development issues. Schemmmer will not act on or report any such occurrence beyond this statement within the scope of this geotechnical exploration.

III. ASSUMPTIONS

- 1. Schemmmer and our soil sampling contractor has access to the site. All boring tests will be done in a manner to minimize damage to area ground surfaces.
- 2. A 2-wheel drive truck will be able to access the boring locations. Snow, fences or other access restrictions will be removed by others.
- 3. There will be no special safety equipment needed due to site contamination of air or soil that would require additional health and safety equipment or personal protection for drill crew and laboratory testing personal.
- 4. The drill crew will use roadway barricades and safety personnel acceptable to applicable government agencies.
- 5. Soil samples will not be scanned for hydrocarbon content.
- 6. No additional fees are required for permits to advance the borings on 84th Street.
- 7. This proposal does not include building materials testing during site preparation or building construction.
- 8. Foundation load data will be provided for the final geotechnical analyses.

IV. EXPERIENCE

The Schemmmer geotechnical engineering personnel have past experience with this type of bridge and with adding new embankment fill on the sides of an existing embankment. We have provided geotechnical recommendations for structures and roadways over the past 35 years.

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V. COMPENSATION

- A. Geotechnical Exploration:** Schemmer will provide the geotechnical exploration services enumerated above for the Lump Sum amount of ***Fourteen Thousand, One Hundred, Eighty Dollars and No Cents (\$14,180.00)*** (including travel, and expenses) in accordance with the terms of the attached General Conditions and Supplemental General Conditions.
- B. Additional Services:** Schemmer will render Additional Services as approved and directed by our Client on an hourly rate cost and equipment fee basis as agreed to at the time such services are requested. Schemmer will invoice these approved services with our Schedule of Hourly rates in effect at the time the additional services are requested plus reimbursable expenses.

VI. SCHEDULE

Schemmer shall commence the preparation for staking the borings with regard to the selected geotechnical exploration services on the project within 15 working days after receipt of Notice-to-Proceed. Preliminary verbal results will be available with 15 days after drilling. The final written report of our findings will be available within forty (40) days after completion of the fieldwork.

VII. INSURANCE

Schemmer agrees to the following:

Worker's Compensation	Statutory – per state law
Employer's Liability	\$1,000,000/Each Accident
General Liability	\$2,000,000/Occurrence
	\$5,000,000/Aggregate
Automobile Liability	\$1,000,000 Combined Single Limit for BI/PD
Professional Liability	\$3,000,000 Each Claim & Aggregate

VIII. ENTIRE AGREEMENT

This agreement supercedes all prior communications, understandings and agreements, whether oral or written. Amendments to this agreement must be in writing and signed by an authorized representative of The City of La Vista and Schemmer.

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If the foregoing Scope of Services, Fee proposal and General Conditions and Supplemental General Conditions are agreeable, please indicate your acceptance by signing and returning one copy of this proposal.

We will consider the signed proposal an Agreement between The City of La Vista and The Schemmer Associates Inc. for the services described herein.

Sincerely,

THE SCHEMMER ASSOCIATES INC.



Charles D. Huddleston, P.E.
Executive Vice President

ACCEPTED:

The City of La Vista

BY _____

TITLE _____

DATE _____

Attachments (General Conditions, Supplemental General Conditions)

GENERAL CONDITIONS

1. **REUSE OF DOCUMENTS.** All documents including, but not limited to, drawings, specifications and CADD data on electronic media furnished by The Schemmer Associates Inc. pursuant to this Agreement are Instruments of Service in respect to the project identified in the Agreement. They are not intended or represented to be suitable for use on extensions of this project or on any other project for any purpose without the specific written permission of The Schemmer Associates Inc., which may be withheld in The Schemmer Associates Inc.'s sole discretion. The Schemmer Associates Inc. may, in its sole discretion, condition permission on payment of additional compensation to The Schemmer Associates Inc. Any use without permission shall be at the user's sole risk and without liability to The Schemmer Associates Inc. Client agrees that it will indemnify and hold harmless The Schemmer Associates Inc. from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.
2. **ESTIMATES.** Since The Schemmer Associates Inc. has no control over the cost of labor, materials or equipment or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, estimates of project cost are made on the basis of experience and qualifications and represent the best judgment of design professionals familiar with the industry, but The Schemmer Associates Inc. cannot and does not guarantee that proposals, bids or project costs will not vary from estimates of cost prepared by The Schemmer Associates Inc.
3. **SUSPENSION OR ABANDONMENT.** If the project is suspended for more than three months or abandoned in whole or in part, The Schemmer Associates Inc. shall be paid compensation for services performed prior to receipt of written notice of such suspension or abandonment, together with reimbursable expenses then due. If, after a period of suspension, the project is restarted, The Schemmer Associates Inc. shall be entitled to payment for any increased costs it incurs as a result of the suspension.
4. **TERMINATION.** This Agreement may be terminated by either party upon seven days' written notice should either party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination due to the fault of others than The Schemmer Associates Inc., The Schemmer Associates Inc. shall be paid for services performed prior to termination, including reimbursable expenses.
5. **SUCCESSORS AND ASSIGNS.** Each party to this Agreement binds him/herself, his/her partners, successors, assigns and legal representatives to the other party, his/her partners, successors, assigns and legal representatives with respect to all covenants of this Agreement. Neither party shall assign, sublet or transfer his/her interest in this Agreement without the written consent of the other, which consent may be withheld in the sole discretion of the non-assigning party.
6. **PAYMENTS.** Payments due The Schemmer Associates Inc. under this Agreement shall be payable within thirty (30) days of the date of billing. If full payment is not received within sixty (60) days of the date of billing, the unpaid amount shall bear interest at the highest rate permitted by law, ~~but not exceeding 18% from the date of billing.~~ (14)
7. **DELINQUENT PAYMENTS.** If any payment due hereunder remains unpaid for a period of sixty (60) days after invoice, The Schemmer Associates Inc. may, in its sole discretion, cease providing services and not resume providing services until all amounts owing have been paid in full. Cessation of service for nonpayment shall not constitute breach by The Schemmer Associates Inc. of this agreement, or an election of remedies, and Client shall fully indemnify The Schemmer Associates Inc. for any liability or damages caused thereby. All mechanics lien rights available to The Schemmer Associates Inc. may be exercised within the time period allowed by law.
8. **TAX.** The amount of any excise, gross receipts or sales tax that may be due as a result of the work performed by The Schemmer Associates Inc. shall be invoiced to Client as a reimbursable expense.
9. **HAZARDOUS MATERIALS.** Unless otherwise provided in this Agreement, The Schemmer Associates and The Schemmer Associates' consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. Client shall indemnify and hold The Schemmer Associates Inc. harmless from and against all claims arising out of or related in any way to hazardous materials.
10. **NOTICE OF LIMITATION OF AGENTS' AUTHORITY.** Client understands and agrees that no agent, officer, or principal of The Schemmer Associates Inc. is authorized to vary the terms of this

- agreement in any way except by a writing, expressly varying the terms of this Agreement.
11. **INVALIDATION OF PROFESSIONAL LIABILITY INSURANCE.** The Schemmer Associates Inc. agrees that it shall not knowingly take any action which shall cause loss of The Schemmer Associates' professional liability insurance coverage for this project or any aspect of it.
12. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, the Client agrees that The Schemmer Associates Inc.'s liability to Client for damages arising out of or in any way related to its work in connection with the project or any error or deficiency in the Instruments of Service for the project, whether arising in contract, tort or otherwise, including, but not limited to, claims for indemnity or contribution shall be limited to the ~~sum of \$50,000 or the amount paid to The Schemmer Associates Inc. as fees under this Agreement, whichever is greater.~~ This limitation shall apply regardless of the cause of action or legal theory asserted.
13. **COMPUTER AIDED DESIGN/DRAFTING (CADD).** CADD may be utilized to prepare drawings, specifications, calculations, and other instruments of service prepared by The Schemmer Associates Inc. Submitted data files are intended to work only as described in the agreement and are compatible only with the original hardware and software used to create the files.
- 13.1 Electronic files will be submitted to the Client for a 30-day acceptance period ("the Acceptance Period"). During this period, the Client may review and examine the files. Any errors discovered during the Acceptance Period will be corrected by The Schemmer Associates Inc. at no additional cost to Client. Any work associated with errors discovered or changes requested after the Acceptance Period will be considered additional services and will be performed on a time and materials basis, at The Schemmer Associates Inc.'s customary charge for the work requested. The Schemmer Associates Inc. will not maintain copies of the electronic files beyond the end of the Acceptance Period.
- 13.2 Because data stored on electronic media can deteriorate undetected or be modified without the knowledge of The Schemmer Associates Inc., Client agrees to accept responsibility for the completeness, correctness, and readability of the electronic media after the end of the Acceptance Period. Client agrees that it will indemnify and save harmless The Schemmer Associates Inc. from any and all claims, losses, costs, damages, awards, or judgments arising from use of the electronic media files or output generated from them. Upon the expiration of the Acceptance Period, The Schemmer Associates Inc. agrees that it is responsible for the accuracy of the sealed hard copy drawings that are submitted by it to Client. "Accuracy" as used in this paragraph is defined as meeting the care and skill ordinarily used by members of the professional practicing under similar conditions at the same time and in the same locality.
- 13.3 The Owner shall be permitted to retain copies of the drawings and specifications prepared in CADD format for the Owner's information. Due to the potential that the information set forth on the electronic media can be modified by the Owner, unintentionally or otherwise, The Schemmer Associates Inc. reserves the right to remove all indicia of its ownership and/or involvement from each electronic file.
- 13.4 Any use or reuse of electronic files by the Owner or others without written authorization from The Schemmer Associates Inc. for the specific purpose intended will be at the Owner's risk. The Schemmer Associates Inc. may refuse authorization in its sole discretion or condition authorization on CADD adaptation by The Schemmer Associates Inc. Any such authorization or CADD adaptation by the Owner will entitle The Schemmer Associates Inc. to additional compensation at the rates established as part of the agreement for the project. Owner will, to the fullest extent permitted by law, defend, indemnify and hold The Schemmer Associates Inc. harmless from any and all claims, suits, liability, demands, or costs arising out of or resulting from use or reuse of electronic files without written authorization from The Schemmer Associates Inc.
14. **LIMITATION OF WARRANTY.** The Schemmer Associates Inc. makes no warranties, express or implied, under this agreement or otherwise, in connection with the services provided.
15. **GEOTECHNICAL MATERIALS TESTING SERVICE.** In the case that geotechnical and/or materials testing services are provided by The Schemmer Associates Inc., our supplementary General Conditions for Geotechnical and Materials Testing shall be considered a part of this document.
16. **CONSTRUCTION STAKING.** In the case that construction staking services are provided by The Schemmer Associates Inc., our supplementary General Conditions for Construction Staking shall be considered a part of this document.

SUPPLEMENTAL GENERAL CONDITIONS

GEOTECHNICAL AND MATERIALS TESTING

- 1. SCOPE OF WORK.** The Schemmer Associates Inc. shall perform the services described in the contract and shall invoice the client for those services at the contract rates. Any cost estimates stated in this contract shall not be considered as firm figures unless specifically stated in this contract. If unexpected site conditions are discovered, additional services may be required. If so, upon approval by the owner, The Schemmer Associates Inc. will provide necessary additional services at the contract rates.
- 2. ACCESS TO SITES, PERMITS, AND APPROVALS.** The client shall furnish The Schemmer Associates Inc. with right-of-access to the site in order to conduct the planned exploration. Unless otherwise agreed, the client will also secure all necessary permits, approvals, licenses, and consents necessary to the performance of the services hereunder. While The Schemmer Associates Inc. will take reasonable precautions to minimize damage to the property, it is understood by the client that, in the normal course of work, some damage may occur, the restoration of which is not part of this agreement.
- 3. UTILITIES.** In the performance of its work, The Schemmer Associates Inc. will take reasonable precautions to avoid damage or injury to subsurface utilities or structures. This includes requesting locates of utility owned lines and services. The client agrees to hold The Schemmer Associates Inc. harmless and indemnify The Schemmer Associates Inc. for any claims, payments, or other liability, including attorney fees, incurred by The Schemmer Associates Inc. for damage to any privately owned subsurface utilities or structures which are not correctly identified to The Schemmer Associates Inc.
- 4. UNANTICIPATED HAZARDOUS MATERIALS.** It shall be the duty of the client to advise The Schemmer Associates Inc. of any known or suspected hazardous substances which

are or may be related to the services provided; such hazardous substances including but not limited to products, materials, or wastes which may exist on or near any premises upon which work is to be performed by The Schemmer Associates Inc. If The Schemmer Associates Inc. observes or suspects the existence of hazardous materials during the course of providing services, The Schemmer Associates Inc. may, at its option, terminate further work on the project and notify client of the conditions. Services will be resumed only after a renegotiation of scope of services and fees. In the event that such renegotiation cannot occur to the satisfaction of The Schemmer Associates Inc., The Schemmer Associates Inc. may, at its option, terminate this contract. It is understood and agreed that The Schemmer Associates Inc. does not create, generate, or at any time take possession or ownership of hazardous materials as a result of its exploration services.

- 5. REPORTS.** The Schemmer Associates Inc. will furnish up to 3 copies of reports to the client. Additional copies will be provided at the expense of the client.
- 6. OWNERSHIP OF DOCUMENTS.** All reports, boring logs, data, notes, calculations, estimates, and other documents prepared by The Schemmer Associates Inc. as instruments of service shall remain the property of The Schemmer Associates Inc.
- 7. SAMPLE DISPOSAL.** Unless otherwise agreed, test specimens or samples will be disposed of immediately upon completion of the test.
- 8. CONFIDENTIALITY.** The Schemmer Associates Inc. will hold confidential all business or technical information obtained from the client or generated in the performance of services hereunder and identified in writing by the client as confidential. The Schemmer Associates Inc. will not disclose such

information without the client's consent except to the extent required for; 1) performance of services under this contract; 2) compliance with professional standards of conduct for preservation of public safety, health, and welfare; 3) compliance with any court order or other governmental directive; and/or 4) protection of The Schemmer Associates Inc. against claims or liabilities arising from performance of services under this contract. The Schemmer Associates Inc. obligations hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others. The Schemmer Associates Inc. technical and pricing information are to be considered confidential and proprietary, and shall not be released or otherwise made available by client to any third party without the express written consent of The Schemmer Associates Inc.

9. STANDARD OF CARE. Services performed by The Schemmer Associates Inc. under this contract will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made or intended by the proposal for services or by furnishing oral or written reports of the findings made. The client recognizes that The Schemmer Associates Inc. does not owe any fiduciary responsibility to the client. The client further recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, tests, or explorations are made by The Schemmer Associates Inc., and that the data, interpretations, and recommendations of The Schemmer Associates Inc. are based solely upon the data available to The Schemmer Associates Inc. The Schemmer Associates Inc. will be responsible for those data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

10. PRECEDENCE. These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding The Schemmer Associates Inc. services.

11. PROVISIONS SEVERABLE. In the event that any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.