



TECHNICAL SERVICES

February 3, 2025  
GBTS Proposal No.: 25007-3000

City of Doral  
Attn.: Ms. Darlin Perez, P.E., Chief of Engineering  
8401 Northwest 53<sup>rd</sup> Terrace  
Doral, Florida 33166  
Phone: (305) 593-6740 Ext. 6008  
[Darlin.Perez@cityofdoral.com](mailto:Darlin.Perez@cityofdoral.com)

**Subject: Phase II Environmental Site Assessment Proposal  
Vacant Land – Doral 10 Site  
6900-Block Between NW 102<sup>nd</sup> Avenue and NW 104<sup>th</sup> Avenue  
City of Doral, Miami-Dade County, Florida  
Folio No.'s: 35-3017-001-0210 and 35-3017-001-0208**

Dear Ms. Perez:

Gallagher Bassett Technical Services (GBTS), a division of Gallagher Bassett Services, Inc. (GBSI), has prepared this proposal to conduct a Phase II Environmental Site Assessment (ESA) at the above-referenced property (hereafter referred to as the "Subject Property"). The objective of the sampling event is to evaluate the current soil and groundwater quality with respect to potential contaminants of concern that may be attributed to historic dumping of solid waste/construction and demolition materials on various parts of the Subject Property and the eastern-adjointing landfill. Please note that implementation of this scope may be affected by limited accessibility due to heavily vegetated or forested areas at the Subject Property. The scope of this proposal includes a backhoe and operator to conduct limited vegetative clearing to provide access for the drilling rig. GBTS requires written authorization from the Client and the Property Owner to allow access for the equipment and crew to conduct the clearing and sampling event.

The proposed Phase II ESA scope took into account the findings of past assessments that have been conducted at the Subject Property, including a November 2018 Phase I and II ESA and May 2019 Site Assessment Report (SAR) in May 2019 that were prepared by EE&G Environmental Services, LLC (EE&G), and the September 2019 SAR Addendum prepared by HAI, which were on-file with Miami-Dade County DERM. Results of the past assessments identified the presence of soil and groundwater impacts including:

- The presence of elevated concentrations of total arsenic, barium and benzo(a)pyrene Equivalents (BaP-E) above the FDEP SCTLs in stockpiled soils and surrounding in-situ soils. HAI concluded:
  - The soil at the (0 – 2') interval is impacted with Total Arsenic above the Direct Exposure SCTLs for Residential and Commercial/Industrial; Total Barium above the Direct Exposure SCTL for Residential; and BaP-E above the Direct Exposure SCTL for Residential.

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- The soil at the (2' – 4') interval is impacted with Total Arsenic above the Direct Exposure SCTLs for Residential and Commercial/Industrial; Total Barium above the Direct Exposure SCTL for Residential; and BaP-E above the Direct Exposure SCTLs for Residential and Commercial/Industrial.
- The presence of elevated concentrations of total aluminum and iron in groundwater samples at concentrations above the FDEP GCTL.

DERM's most recent review letter was dated December 29, 2022, which requested additional site assessment and the removal of the stockpiled soils. Based on the regulatory file review, it does not appear any further assessment or removal action occurred on the property. The following Phase II ESA proposed scope of services provides an updated evaluation of soil and groundwater quality from a due diligence perspective, and the scope likely is not sufficient to completely address DERM requirements. Additional assessment may be warranted, depending upon the results of this Phase II ESA, and, if submitted to DERM then also any additional requirements they may have.

#### **PROPOSED SCOPE OF SERVICES**

- GBTS's Professional Geologist or Project Manager will maintain communication with the Client regarding schedule, findings and decisions through the assessment process.
- GBTS will prepare a site-specific Health and Safety Plan (HASP) for the drilling and sampling events.
- For the protection of the Client, GBTS will contact the Sunshine One Call utility clearance service to mark public underground utilities prior to any intrusive work performed by GBTS or their subcontractor; however, GBTS does not assume responsibility for marking private utilities. GBTS will not accept responsibility for damage to unmarked and/or private underground utilities that are not disclosed.
- GBTS will retain a backhoe and operator to conduct 1-day of limited vegetative clearing to provide access for the drilling rig.
- GBTS will retain a Florida-licensed driller for a 2-day period to advance 20 soil borings at the Subject Property via direct-push drilling technology (DPT).
- Soils from the boring will be assessed for signs of staining, debris or unusual odors. The soils also will be field-screened in 2-foot intervals to the watertable interface using an organic vapor analyzer equipped with a photoionization detector (OVA/PID) to assess of petroleum- or solvent-affected soils.
- GBTS will collect soil samples from the 0 to 2-feet BLS and 2 to 4-feet BLS depth intervals of each of the 20 borings. These twenty (20) soil samples will be laboratory analyzed for the following parameters:
  - Total Arsenic and Barium by EPA Method 6010 (all 40 samples)
  - Polynuclear Aromatic Hydrocarbons (PAHs) by EPA Method 8270 (all 40 samples)

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- Additionally, 4 soils samples (0 to 2-feet BLS) will be selected from the northern/southern boundary borings, which also will be analyzed for:
  - Total Cadmium, Chromium, Lead, Silver Selenium, Mercury by EPA Methods 6010/7470
  - Volatile Organic Aromatics (VOAs) by EPA Method 8260
  - Total Recoverable Petroleum Hydrocarbons (TRPHs) by Method FL-PRO
  - Organochlorine Pesticides by EPA Method 8081
- The driller will install 6 temporary shallow-interval groundwater monitoring wells, which will be installed to a depth of approximately 13-feet BLS, and will be screened across the watertable interface.
- GBTS will return the following business day to collect groundwater samples from the 6 monitoring wells, will be laboratory analyzed for the following:
  - Total Arsenic, Aluminum and Iron by EPA Method 6010 (all 6 gw samples)
  - Volatile Organic Compounds (VOCs) by EPA Method 8260 (3 gw samples only)
  - PAHs by EPA Method 8270 (3 gw samples only)
  - TRPHs by Method FL-PRO (3 gw samples only)
  - Per- and Polyfluoroalkyl Substances (PFAS) by EPA Method 1633 (1 gw samples only)
- Samples will be collected in pre-cleaned, laboratory-provided bottles, then preserved on ice and transported to a National Environmental Laboratory Accreditation Conference-certified laboratory for analyses. Sampling will be conducted in accordance with the FDEPs Standard Operating Procedures, per Chapter 62-160, Florida Administrative Code.
- Upon receipt of the field and analytical data, GBTS will evaluate the results and incorporate the assessment methodologies, findings, conclusions and recommendations into a Phase II ESA Report, including associated figures, tables, attachments, logs, lab data, supporting documentation, etc.

## **FEE AND TIME FRAME**

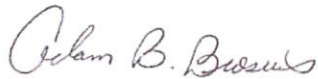
GBTS's lump sum fee for completion of the proposed of services is **\$29,900.00**. GBTS will complete the proposed scope of services within 20 business days. GBTS will deliverable will consist of one electronic copy of the Phase II ESA report.

GBTS's deliverable will consist of an electronic copy of the Phase II ESA Report. These services shall be provided in accordance with the *Gallagher Bassett Services, Inc. Standard Terms and Conditions, version 10/03/2024*, attached hereto and made a part hereof. If the foregoing scope is in accordance with your understanding, please sign below to confirm your acceptance and agreement and return the original that will thereupon constitute the agreement between us. The Proposal and the Gallagher Bassett Services, Inc. Standard Terms and Conditions shall be deemed effective upon the earlier of (i) the effective date of this Proposal if expressly defined therein; or (ii) the date the Client executes the Proposal.

Please do not hesitate to contact us if you have any questions concerning this proposal.

Sincerely,

Ms. Darlin Perez, P.E., City of Doral  
GBTS Proposal No.: 25007-3000  
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Adam B. Brosius  
Senior Staff Professional  
Environmental Services  
Gallagher Bassett Technical Services



Craig C. Clevenger, P.G.  
Managing Director  
Environmental Services  
Gallagher Bassett Technical Services

Attachment:

- Itemized Fee Estimate
- Terms and Conditions

**APPROVAL**

By signing below, I am authorizing GBSI to proceed with providing the Services as presented in this proposal.


City of Doral  
Client

  
Signature

Zeida C. Sardinas - City Manager  
Print Name/Title

2-3-25  
Date

Approved as to form and legal sufficiency  
for the sole use of the City of Doral.

  
City Attorney  
Lorenzo Cofiella, Esq.  
Print Name

Approved as to form and legal sufficiency  
for the sole use of the City of Denver.

City Attorney

Print Name

**TERMS AND CONDITIONS**

**COST AND FEE SCHEDULE**  
**PHASE II ESA PROPOSAL**  
**DORAL 10 PROPERTY**  
**PROJECT NO.: 25007-3000**

Staff Classification/Expense Item	Rate (\$)	Unit	Task 1	Task 2	Task 3	Subtotal		
			Project Coordination & Meetings	Soil & Groundwater Sampling	Data Interpretation & Report Preparation	(\$)		
<b>LABOR:</b>								
Professional Geologist - Principal	\$200.00	Hour	2	0	4	\$1,200.00		
Project Manger	\$115.00	Hour	2	2	8	\$1,380.00		
Field Geologist	\$95.00	Hour	0	30	0	\$2,850.00		
CADD Draftsperson/Helper	\$65.00	Hour	0	0	6	\$390.00		
Administrative Assistant	\$45.00	Hour	1	0	2	\$135.00		
Subtotal - Labor Billing:			\$675	\$3,080	\$2,200	\$5,955.00		
<b>EXPENSES</b>								
		Quantity	Rate	Unit				
Direct-Push Driller		2	\$2,650	Day	\$0	\$5,300	\$0	\$5,300.00
Well Materials		6	\$475	Well	\$0	\$2,850	\$0	\$2,850.00
Backhoe and Operator		1	\$3,000	Day	\$0	\$3,000	\$0	\$3,000.00
Laboratory: Soil Samples - Total As, Ba, PAH		40	\$190	Each	\$0	\$7,600	\$0	\$7,600.00
Laboratory: Subset of Soil Samples - Total Cd, Cr, Pb, Ag, Se, Hg, TPRH, VOA, OCP		4	\$420	Each	\$0	\$1,680	\$0	\$1,680.00
Laboratory: Groundwater Samples - As, Al, Fe		6	\$85	Each	\$0	\$510	\$0	\$510.00
Laboratory: Groundwater Samples - VOC, PAH, TRPH		3	\$335	Each	\$0	\$1,005	\$0	\$1,005.00
Laboratory: Subset Groundwater Samples - PFAS - 1633		1	\$570	Each	\$0	\$570	\$0	\$570.00
Soil & Groundwater Sampling Equipment		4	\$250	Day	\$0	\$1,000	\$0	\$1,000.00
Truck Rental - Geologist		4	\$100	Day	\$50	\$400	\$0	\$450.00
Subtotal Expenses					\$50	\$23,915	\$0	\$23,965.00
Total Project Per Task:					\$725	\$26,995	\$2,200	
						<b>PH2 Budget = \$29,900</b>		



## 1. SCOPE AND PERFORMANCE OF THE WORK

As used herein, the term "Client" refers to the party signing as such below. Client hereby retains Gallagher Bassett Services, Inc., Technical Services Division ("GBTS") to perform the services described in GBTS's Proposal ("Services"), attached hereto, and GBTS agrees to provide said Services. The terms, conditions, and limitations contained in GBTS's Proposal are incorporated herein by reference in this Agreement. Any additional terms and conditions proposed by Client are objected to and will not be binding upon GBTS unless specifically assented to in writing by GBTS's authorized representative. The Services provided are not of a legal nature, and GBTS shall in no event give, or be required to give, any legal advice or legal representation to Client. This Agreement shall not create any rights or benefits to parties other than Client or GBTS.

## 2. PAYMENT TERMS

As full consideration for the performance of Services described in Section 1 herein, Client agrees to pay GBTS as set forth in GBTS's Proposal. Any additional services or work required by Client shall be performed on a time-and-materials basis, in accordance with the cost and fee schedule effective at the time of performance of such services or work. **GBTS's current COST AND FEE SCHEDULE is attached hereto and fully incorporated herein.**

## 3. CHANGE ORDERS

Client and/or GBTS shall have the right to modify the scope of Services, specifications and time requirements set forth in the Proposal, along with an equitable adjustment of the cost and fees for such Services, as deemed appropriate and agreed to by the Parties hereto. Such modification of Services shall be in writing, attached hereto and incorporated by reference ("Change Order"). Any requests by Client for deviations from the Services specified in the Proposal involving increased time, costs or expenses to GBTS shall be performed only upon execution of a Change Order.

## 4. BILLING AND PAYMENT

Client recognizes that timely payment of GBTS's invoices is a material part of the consideration GBTS requires to perform the Services. Client will pay GBTS for all satisfactorily rendered Services in accordance with these Terms and Conditions and the fees, rates, charges and reimbursement terms set forth in GBTS's Proposal and/or COST AND FEE SCHEDULE. GBTS shall

be permitted to revise its COST AND FEE SCHEDULE no more than once annually. The revised COST AND FEE SCHEDULE shall apply only to Services performed after the effective date. Routine invoices will be submitted by GBTS on a monthly basis and shall be due and payable within thirty (30) calendar days of invoice date.

If Client objects to any portion of an invoice, Client shall notify GBTS within fourteen (14) calendar days from the date of the invoice, identify the cause of the objection, and pay when due the undisputed portion of the invoice. Client shall pay an additional charge of one and one-half percent (1.5%) of the invoiced amount per month for any payment received by GBTS more than thirty (30) calendar days from receipt of invoice, excepting any disputed portion of the invoiced amount that has been resolved in favor of Client. However, interest amounts shall not exceed that which is legally allowable. Payment thereafter shall be applied first to accrued interest and then to the unpaid principal amount. Payment of invoices is in no case subject to unilateral discounting or set-offs by Client. Payment shall not be conditioned on reimbursement or other recovery of funds from any third party, including insurance carriers.

## 5. STANDARD OF CARE/WARRANTY

While performing the Services under this Agreement, GBTS shall exercise that degree of care and skill ordinarily exercised under similar circumstances by members of the environmental, construction, claims and risk management consulting profession performing the kind of services to be performed hereunder and practicing in the same or similar locality at the same period of time. Reasonable people may disagree on matters involving professional judgment and, accordingly, a difference of opinion on a question of professional judgment shall not excuse Client from paying for services rendered or result in liability to GBTS. Except for the express promise set forth above, GBTS neither makes, nor offers, nor warrants to Client any express or implied warranties or guarantees with respect to GBTS's Services. Client and Client's contractors shall promptly notify GBTS of any actual or suspected defects in GBTS's Services to help GBTS take corrective measures to cure such defects and/or help minimize the consequences of any such defect. GBTS shall not be liable to Client for any damages without being given a reasonable opportunity to correct the Service



## 6. CLIENT RESPONSIBILITIES

In addition to other responsibilities described herein, the Client shall: (i) provide all information and criteria as to the Client's requirements, objectives, and expectations for the project, reasonably necessary for completion of the Services, prior to the commencement of the Services; (ii) provide prompt, complete disclosure of known or potential hazardous conditions or health and safety risks; (iii) provide to GBTS all previous studies, plans, or other documents pertaining to the project and all new data decisions pertaining thereto within a reasonable time so as not to delay the Services; (v) give prompt written notice to GBTS whenever the Client becomes aware of any development that affects the scope and timing of GBTS's Services or any defect or noncompliance in any aspect of the project; and (vi) bear all costs incident to the responsibilities of the Client. GBTS will have the right to reasonably rely upon the accuracy and completeness of all information furnished by the Client.

## 7. SAFETY

If in GBTS's opinion, its field personnel are unable to access required locations or perform required Services in conformance with applicable safety standards, GBTS may immediately suspend performance until such safety standards can be attained. If within a reasonable time site operations or conditions are not brought into compliance with such safety standards, GBTS may in its discretion terminate its performance in accordance with Section 17, in which event Client shall pay for Services and termination expenses as provided herein.

## 8. INSURANCE

GBTS shall procure and maintain, at its own expense, during the term of its engagement with Client, insurance of the following types and amounts or as legally required: commercial general liability, contractors' pollution liability, professional liability (Errors & Omissions) at limits of \$1,000,000 per occurrence/\$2,000,000 in the aggregate; automotive liability insurance with a combined single limit of \$1,000,000; workers' compensation and employer's liability insurance as required by state law (all 50 states); and \$10,000,000 per occurrence and in the aggregate of umbrella coverage. GBTS shall furnish evidence of such coverage to Client upon request and shall promptly notify Client of any impending change in coverage. Additional coverages may be obtained on a project-by-project basis upon request by Client and at the sole cost and expense of Client.

## 9. INDEMNIFICATION

GBTS shall defend (but only to the extent covered by GBTS's insurance), indemnify and hold harmless Client and its officers, directors, employees, agents, representatives, affiliates and successors from any and all damages, losses and expenses, including, but not limited to reasonable legal expenses and attorneys' fees connected therewith, sustained by Client, its officers, directors, employees, agents, representatives, affiliates and successors as a result of any and all claims, demands, suits, causes of action, proceedings, judgments and liabilities for property damage and/or personal injury ("Claims") resulting from or arising out of GBTS's negligent acts, errors or omissions in the performance of Services under this Agreement.

Client shall indemnify, defend and hold harmless GBTS and its officers, directors employees, agents, representatives, affiliates and successors from any and all damages, losses and expenses, including, but not limited to reasonable legal expenses and attorneys' fees connected therewith, sustained by GBTS, its officers, directors, employees, agents, representatives, affiliates and successors, as a result of any and all Claims resulting from or arising out of Client's negligent acts, errors or omissions.

In no event shall Client and GBTS and their respective officers, directors, employees, agents, representatives, affiliates and successors be liable to the other or any third party for any special, incidental, consequential, indirect or punitive damages including, without limitation, lost, delayed and/or diminished profits or revenue, loss of data, or interruption of business, whether arising under theory of contract, tort or other theory of liability, including negligence, and the Parties hereby mutually release and waive any and all such claims against the other. A party's liability shall be limited to direct damages. The indemnification obligations and mutual waiver and release herein shall survive termination or completion of this Agreement.

## 10. LIMITATION OF LIABILITY

In no event shall Client and GBTS and their respective officers, directors, employees, agents, representatives, affiliates and successors be liable to the other or any third party for any special, incidental, consequential, indirect or punitive damages including, without limitation, lost, delayed and/or diminished profits or revenue, loss of data, or interruption of business, whether arising under theory of contract, tort or other theory of liability, including negligence, and the Parties hereby mutually release and waive any and all such claims against the other. The indemnification obligations and mutual waiver and

release herein shall survive termination or completion of this Agreement.

Under no circumstances will GBTS be liable to Client for any amount in excess of the total amount of fees paid by Client to GBTS for Services performed under this Agreement, or \$1,000,000 per claim, whichever is greater. The Client may negotiate a higher limitation of liability for an additional fee, which is necessary to compensate for greater risk assumed by GBTS. This limitation shall apply to any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees and expert witness' fees) arising from or related to Services performed under this Agreement from any cause or causes. Client agrees that any claim for damages filed against GBTS, by Client or by any contractor or subcontractor hired directly or indirectly by Client, will be filed solely against GBTS or its successors or assigns, and that no individual shall be held personally liable for damages, in whole or in part.

#### 11. DISPUTE RESOLUTION

If any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall occur, Client and GBTS shall endeavor to reach resolution through good faith direct discussions between representatives of the parties with authority to resolve the matter. If direct discussions do not result in resolution of the matter, the parties shall endeavor in good faith to resolve the matter via mediation. If the parties choose mediation, either party may terminate the mediation at any time after the first session by written notice to the other party and mediator. The cost of the mediation shall be shared equally by the parties. Each party shall bear its own litigation costs and fees, including expert and attorneys' fees.

#### 12. NOTICE AND PURSUIT OF CLAIMS

Any claims of Client, whether based upon contract, tort, breach of warranty, or otherwise, shall be deemed waived unless written notice of such claim is received in writing by GBTS within one (1) year after Client knew or reasonably should have known of its existence.

#### 13. COLLECTION

Should the Client's account, after payment default hereunder, be referred by GBTS to an attorney or collection agency for collection, then Client shall pay all of GBTS's expenses incurred in such collection efforts including, but not limited to, collection agency fees, court costs and reasonable attorneys' fees. Notwithstanding the above or any other terms provided herein, GBTS may institute proceedings to collect payment in any court of competent jurisdiction in the United States.

#### 14. USE OF REPORTS/NO THIRD-PARTY RELIANCE

Any documents provided by GBTS as part of the Services provided herein are provided for the use and reliance of Client. Any third-party use of or reliance on the documents is subject to the terms and conditions of this Agreement and GBTS's report. Client's payment of GBTS invoices, as provided for herein, shall not be made contingent upon GBTS's agreement to permit third-party reliance contrary to the terms and conditions agreed to herein.

#### 15. DISCLOSURE OF INFORMATION

Client shall provide all studies, reports, data and other information in its control which may be relevant to performance of the Services. GBTS shall be entitled to use and rely upon all such information. Client accepts sole responsibility for errors in Services solely resulting from inaccurate or incomplete information supplied to GBTS.

#### 16. CONFIDENTIALITY

In connection with this Agreement, the parties acknowledge that it may be necessary for each of them to provide to the other information that is confidential to the disclosing party ("Confidential Information"). As used herein the term "Confidential Information" shall mean all business, technical or scientific data and information, in any form, not previously known to or generated by the receiving party that is of a confidential or competitively-sensitive nature, or information that is marked "Confidential" by the disclosing party. Without limitation, and by way of example only, Confidential Information shall include software, systems, processes, designs, plans, engineering files, price information, business plans, business methods, financial data, and any other competitively sensitive information or data belonging to the disclosing party. Each party shall secure and maintain the Confidential Information of the other party in strictest confidence and shall not disclose or make available to others the Confidential Information of the other party without the express written consent, in advance, of that party. Confidential Information shall not include information which: (a) is or becomes a part of the public domain through no act or omission of the receiving party; (b) was in the receiving party's lawful possession prior to the disclosure and had not been obtained by the receiving party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; (d) is independently developed by the receiving party; or (e) is disclosed by operation of law. This provision shall not be interpreted in any way to restrict a party from complying with a legally enforceable order to provide such

information or data, if notice of such obligation is promptly given, in advance, to the other party. Client agrees that GBTS may use and publish Client's name and a general description of services rendered under the Agreement for purposes of describing GBTS's experience and qualifications to others.

#### 17. DELAYS

If GBTS's Services are interrupted by circumstances beyond GBTS's control, Client shall compensate GBTS for the labor, equipment, and other costs GBTS incurs in order to maintain continuity of GBTS's project team for Client's benefit during the interruption. Alternatively, and at Client's option, Client shall compensate GBTS for the various costs GBTS incurs for demobilization and subsequent remobilization. GBTS's compensation shall be based upon GBTS's current prevailing COST AND FEE SCHEDULE. Except for the foregoing provision, neither party shall hold the other responsible for damages or performance delays caused by circumstances beyond the control of the other party, and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, such circumstances include, but are not limited to: unusual weather; floods; epidemics; wars; riots; strikes; lockouts or other industrial disturbances; protest demonstrations; unanticipated site conditions; or the action or inaction of government. Should such circumstances transpire, Client and GBTS shall exert a best effort to overcome the resulting difficulties and resume performance of the Services as soon as reasonably possible. Delays within the scope of this provision that cumulatively exceed forty-five (45) calendar days shall, at the option of either party, make this Agreement subject to renegotiation or termination.

#### 18. TERMINATION

Client may terminate this Agreement for convenience without penalty, by providing written notice to GBTS. Client or GBTS may terminate the Agreement for cause. The party initiating termination shall so notify the other party, and termination shall become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which Party effects termination or the cause thereof, Client shall, within thirty (30) calendar days from receipt of GBTS's termination invoice, pay GBTS's fees for Services satisfactorily rendered and costs incurred, in accordance with the COST AND FEE SCHEDULE. Client shall pay GBTS for costs reasonably stemming from termination and post-termination activities including, but not limited to, demobilization, equipment decontamination and/or disposal, and disposal and replacement of contaminated consumables.

#### 19. SURVIVAL

Obligations arising before the expiration or termination of this Agreement, and all provisions of this Agreement allocating responsibility or liability between Client and GBTS shall survive the completion of Services described herein and termination of this Agreement.

#### 20. GOVERNING LAW

Unless otherwise provided, the substantive law of the state in which the Services take place will govern the validity of this Agreement, its interpretation and performance, and remedies for contract breach or other claims related to this Agreement.

Any litigation between Client and GBTS arising out of or relating to the Services, this Agreement or the breach thereof, shall be conducted via a bench trial, WITH THE PARTIES EXPRESSLY WAIVING ANY RIGHT THEY MAY HAVE TO A JURY TRIAL.

#### 21. ELECTRONIC SIGNATURES

Each Party agrees that the electronic signatures of the parties, whether digital or encrypted, are intended to authenticate this writing and have the same force and effect as manual signatures. Electronic signature means any electronic symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including, without limitation, Adobe e-signature, DocuSign, E-sign, facsimile, or e-mail electronic signatures.

#### 22. ENTIRE AGREEMENT

This Agreement shall serve as a continuing service agreement which shall apply to all services and work rendered to Client that fall within the general scope of Services described herein. This Agreement and all exhibits, appendices, and attachments, as well as all terms and conditions incorporated by reference, constitute the entire Agreement between Client and GBTS, by which all prior understandings and negotiations are superseded and replaced. Moreover, once this Agreement is executed, Client will not be entitled to condition any payment otherwise due to GBTS on the execution of an additional document of any kind or nature. This Agreement and all exhibits, appendices, and attachments may be amended, supplemented, modified or canceled only by a duly executed written instrument by the Parties. Terms and conditions on the Client's internet site or included with a Purchase Order or other such document issued by Client, shall be null and void and of no legal effect on GBTS unless agreed upon in writing by both Parties.