

January 2, 2014

Mr. Jack Andrews
City Engineer
City of Fort Pierce
P.O.Box 1480
Fort Pierce, FL 34954

Re: Moore's Creek Canal Seawall Assessment – Fort Pierce, Florida

Dear Mr. Andrews:

Wantman Group, Inc. (WGI) is pleased to provide this proposal to the City of Fort Pierce (City) for professional civil engineering services for the seawall assessment of the Moore's Creek Seawall. Based on a discussion with you at the site, our Condition Assessment Report will include a review of the existing conditions, determination of the depth and height of the seawall and sheet pile panels, an assessment of the tie-backs, geotechnical and surveying services, and recommendations with sketches of the replacement of the tieback system. WGI will also provide geotechnical and surveying services to assist in the Condition Assessment Report.

Our scope of services and corresponding fees are detailed below. In addition, it is agreed that WGI's services will be performed pursuant to WGI's Agreement Provisions, which are enclosed herewith and incorporated into this proposal.

A. Condition Assessment Report Services

1. Site Review of Existing Conditions, Measurements and Photo Documentation.
2. Preparation of a Condition Assessment Report.
3. Preparation of Engineer's Statement of Probable Costs.
4. Detailing of Replacement Tieback System.
5. Meetings with Ft. Pierce Engineering Representatives.

B. Surveying/Soft-dig Services

1. Determine the depth of the Sheet Pile Walls via High Pressure Air Lancing.
2. Determination of the "relative" elevation of the creek bed, bottom of the sheet pile cap and top of seawall for use in the Seawall Assessment Report.

C. Geotechnical Services

1. Mobilization of a truck mounted drilling rig.
2. Obtain utility clearance for one boring location.
3. Drill one Standard Penetration Test (SPT) boring to 30 feet deep.
4. Obtain samples of sub-soils and rock (if any) for engineering classification and laboratory testing.
5. Grout seal the borehole.
6. Laboratory testing to characterize the engineering properties of the sub-soils (moisture, organic content, grain size distribution).
7. Geotechnical engineering design criteria as follows:
 - a. Moist and Submerged Soil Unit Weights for each soil layer
 - b. Angle of Internal Friction for each soil layer
 - c. Cohesion for each soil layer
 - d. Ka and Kp for each soil layer
8. A summary geotechnical engineering report that describes the work completed, factual data and geotechnical engineering design criteria.

D. BASIS OF THIS PROPOSAL

This proposal is based on the following:

1. WGI shall rely on the completeness and accuracy of all information provided by the City and City Representatives.
2. This proposal does not include Detail Design Documents for bidding and construction purposes.
3. Permitting is not included.
4. Services not specifically outlined in this proposal are not included.

E. FEES

Condition Assessment Report	\$ 7,900.00
Surveying/Soft-Dig Services	\$ 3,000.00
Geotechnical Services	<u>\$ 3,800.00</u>
TOTAL	\$14,700.00

Additional services requested by the City of Fort Pierce will be provided in accordance with WGI's latest hourly rate schedule in effect at the time of service or, a fixed fee to be negotiated once a scope of service is defined.

We appreciate the opportunity to be of service to The City of Fort Pierce. Upon acceptance of this proposal, along with the attached Agreement Provisions and our current Fee Schedule,



please sign and return one copy to this office. Please note that the Agreement Provisions are an integral part of this contract and are controlling unless both parties expressly waive them in writing prior to commencement of work. Further, and whether this proposal is executed or not, the ordering of, acceptance of, or reliance on services performed by WGI constitutes acceptance of the attached Agreement Provisions.

Respectfully submitted,
WANTMAN GROUP, INC.



Jennifer L. Morton, RLA, LEED AP
Department Supervisor



Brian J. LaMotte, PE
Senior Project Manager

Proposal accepted this ____ day of _____, 2014

By Corporate Representative:

Name (Printed)

(Signature)

Attachments: *Wantman Group, Inc. Agreement Provisions*
Fee Schedule

**WANTMAN GROUP, INC.
AGREEMENT PROVISIONS**

As used herein, WANTMAN shall refer to Wantman Group, Inc., as well as its agents, representatives, consultants, officers, directors, and employees. CLIENT shall refer to City of Fort Pierce, as well as its agents, representatives, consultants, officers, directors, and employees.

1. **PERFORMANCE:** This Project is to be performed in accordance with appropriate regulations and generally accepted Professional Engineering and/or Land Surveying standards/practices in effect at the time the services are rendered and, no warranties, express or implied are included in this Agreement. Services provided by WANTMAN under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same geographic area. These Agreement Provisions are part of all WANTMAN contracts unless both parties expressly waive them in writing prior to commencement of any work. Further, acceptance of services performed by WANTMAN constitutes acceptance of these Agreement Provisions.
2. **INVOICES:** Invoices for all services and reimbursable expenses shall be issued to CLIENT monthly reflecting services performed during the period. Payment shall be due on the date each invoice is received and shall be deemed delinquent 30 calendar days after issuance. Delinquent invoices shall accrue interest on the balance due at a rate of 18% per annum, or the highest interest rate allowable by law. Outstanding invoices delinquent beyond 45 calendar days may, at WANTMAN's election, be deemed a notice to stop performance under this contract until such invoices are paid. Payment in full shall be made at or before delivery to CLIENT of any reports, plans or record drawings certification prepared under this Agreement. All attorneys' fees, court costs and/or expenses associated with collection of past due invoices will be paid by CLIENT. Failure to timely pay any WANTMAN invoice shall constitute a waiver of any and all claims against WANTMAN.
3. **REIMBURSABLES:** Direct costs including, without limitation, prints, copies, long distance phone calls, mileage, delivery service, etc., are

not included in the above fees but shall be billed as Reimbursable Expenses.

4. **COST ESTIMATES:** CLIENT hereby acknowledges that WANTMAN cannot warrant that estimates of probable construction or operating costs provided by WANTMAN will not vary from actual costs incurred by CLIENT.
5. **LIMIT OF LIABILITY:** Should WANTMAN or any of its employees (professional or otherwise) be found to have been negligent in the performance of the work, or to have made and breached any express or implied warranty, representation, or contract, client, all parties claiming through client and all parties claiming to have in any way relied upon WANTMAN's work or the representations of the employees and agents of WANTMAN agree that the maximum aggregate amount of the liability of WANTMAN, its officers, employees and agents shall be limited to \$50,000.00 or the total amount of the fee paid to WANTMAN for its work performed with respect to the project, whichever is greater.

In the event CLIENT is unwilling or unable to limit WANTMAN's liability in accordance with the provisions set forth in this paragraph, client may, upon written request of CLIENT received within five days of CLIENT's acceptance hereof, increase the limit of WANTMAN's liability to a maximum of \$1,000,000.00 by agreeing to pay WANTMAN a sum equivalent to an additional amount of 4% of the total fee, or \$400.00, whichever is greater, to be charged for WANTMAN's services. In the event professional fees increase during the project, CLIENT agrees to pay an additional four (4) percent of said increase for the aforementioned higher limits on professional liability. This charge is not to be construed as being a charge for insurance of any type but is increased consideration for the greater liability involved. In any event, attorney's fees expended by WANTMAN in connection with any claim shall reduce the amount available and only one such amount will apply to any project. In no event shall WANTMAN be responsible for any consequential or incidental damages arising out of this agreement and/or WANTMAN's services.

If any of the above provisions of this paragraph is/are deemed invalid or unenforceable for any reason, WANTMAN's liability shall not exceed

**WANTMAN GROUP, INC.
AGREEMENT PROVISIONS**

the policy limits of any insurance policy providing coverage for WANTMAN's work or services on the project.

The provisions of this paragraph shall inure to the benefit of WANTMAN's agents, representatives, consultants, officers, directors, and employees, and WANTMAN's agents, representatives, consultants, officers, directors, and employees shall be considered third party beneficiaries for the purposes of this paragraph. The provisions of this paragraph shall survive the termination of this agreement.

6. **INDEMNIFICATION:** CLIENT agrees to defend, indemnify and save harmless WANTMAN from any and all claims (including negligence claims), losses, costs, damages, suits, expenses and/or liability, including reasonable attorney's fees and court costs, resulting from WANTMAN's performance of the proposed work, whether such claims or damages are caused in whole or in part by WANTMAN, and agrees to reimburse WANTMAN for expenses in connection with any such claims or suits, including reasonable attorneys' fees. CLIENT's obligation to indemnify is limited to \$2 million per occurrence, which CLIENT agrees bears a reasonable commercial relationship to services rendered by WANTMAN. CLIENT further agrees that these agreement provisions are a part of the specifications or bid documents, if any, related to WANTMAN's services. the obligation of CLIENT to indemnify WANTMAN shall survive the termination or full performance of this agreement.
7. **CONSTRUCTION SERVICES:** If, under this Agreement, professional services are provided during the construction phase of the Project, WANTMAN shall not be responsible for or have control over means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work; nor shall WANTMAN be responsible for a contractor's failure to carry out the work in accordance with any contract documents, including, but not limited to, plans, surveys, maps, specifications, and drawings.
8. **ONE TIME PERFORMANCE:** All fees for services are based on a one-time performance only. Additional services and/or changes in service, whether field or office, shall be performed only after authorization by CLIENT.
9. **DOCUMENTS:** Any and all plans, data, drawings, maps, surveys, specifications, ideas, scripts, sketches, designs, concepts, reports, documentation, and/or other work product, whether such work product is tangible or intangible (the "Instruments of Service"), produced by WANTMAN or WANTMAN's consultants in connection with the referenced Project or otherwise communicated by WANTMAN or WANTMAN's consultants to CLIENT, shall at all times remain the sole and exclusive property of WANTMAN and/or WANTMAN's consultants until such time as CLIENT has delivered full and final payment to WANTMAN pursuant to the terms set forth in this Agreement. CLIENT shall not be permitted to use, deliver, solicit, transmit, or otherwise employ the Instruments of Service by any means or manner, whether directly or indirectly, until such time as CLIENT has delivered full and final payment to WANTMAN pursuant to the terms set forth in this Agreement. Further, failure to timely deliver full and final payment to WANTMAN shall constitute a waiver of any and all claims against WANTMAN based on the Instruments of Service.
10. **HAZARDOUS MATERIAL:** It is understood and agreed that in seeking the professional services of WANTMAN under this Agreement, CLIENT does not request that WANTMAN undertake any obligations for CLIENT's benefit involving or related in any manner to hazardous substances. Therefore, CLIENT agrees to hold harmless, indemnify and defend WANTMAN from and against any and all claims, losses, damages, liability and costs arising out of or in any way connected with the presence, discharge, release or escape of contaminants or hazardous substance of any kind, or environmental liability of any nature, in any manner related to service performed by WANTMAN under this Agreement.
11. **EXCLUSIONS:** The fees reflected in this Agreement do not include testing, permit fees,

Fees for changes and/or additional services are not included in this Agreement and shall be invoiced at the hourly rates quoted on the current fee schedule. This Agreement is based on the site being sufficiently cleared of all underbrush prior to construction layout. Any services needed for clearing shall be performed at the specified hourly rate.

**WANTMAN GROUP, INC.
AGREEMENT PROVISIONS**

reproduction costs, and any service not reflected in this Agreement.

12. **TERMINATION:** Except in situations involving default for non-payment by CLIENT to WANTMAN, in the event of any default arising under this Agreement, the defaulting party shall be entitled to receive written notice specifying the default. The party receiving the notice of default shall have 7 business days from the date of receipt of the notice to cure the specified default. In the event that the party fails to cure the specified default, the adverse party may declare a breach of this Agreement and terminate this Agreement. In the event of any termination, WANTMAN will be paid for all services rendered up to the time of termination.
13. **SUCCESSORS AND ASSIGNS:** Neither CLIENT nor WANTMAN shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other. Except where specifically stated otherwise in this Agreement, nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CLIENT or WANTMAN.
14. **LEGAL JURISDICTION:** CLIENT and WANTMAN agree that any actions brought to enforce any provision of this Agreement shall only be brought in a court of competent jurisdiction located in West Palm Beach, Palm Beach County, Florida.
15. **JOBSITE SAFETY:** Neither the professional activities of WANTMAN, nor the presence of WANTMAN or its employees and sub-consultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. WANTMAN and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. CLIENT agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in CLIENT's contract with the General Contractor.

CLIENT also agrees that CLIENT, WANTMAN and WANTMAN's sub-consultants shall be indemnified by the General Contractor and shall be made additional insured under the General Contractor's policies of general liability insurance.

16. **ELECTRONIC FILES:** Any electronic files provided are non certified recordings of printed documents prepared by WANTMAN. These files are provided only for the convenience of CLIENT, or other Receiving Party, and are intended solely for the exclusive use by that party for the purposes expressly authorized. In accordance with standard industry practice, only printed copies of documents conveyed by WANTMAN may be relied upon. Under no circumstances shall these files be used for construction or staking. Any use of the information obtained or derived from these electronic files will be at CLIENT's, or other Receiving Party's, sole risk. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, CLIENT, or other Receiving Party, agrees that it has 30 days to perform acceptance tests, after which it shall be deemed to have accepted the data thus transferred.
17. **CONFIDENTIALITY:** WANTMAN agrees to keep confidential and not to disclose to any person or entity, other than WANTMAN's employees, sub-consultants and the general contractor and subcontractors, if appropriate, any data and information not previously known to and generated by WANTMAN or furnished to WANTMAN and marked CONFIDENTIAL by CLIENT. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict WANTMAN from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for WANTMAN to defend itself from any suit or claim. CLIENT agrees that the technical methods, techniques and pricing information contained in any proposal submitted by WANTMAN pertaining to this Project or in this Agreement or any addendum thereto, are to be considered confidential and proprietary, and shall not be released or otherwise made available

WANTMAN GROUP, INC.
AGREEMENT PROVISIONS

- to any third party without the express written consent of WANTMAN.
18. **CORPORATE PROTECTION:** It is intended by the parties to this Agreement that WANTMAN's services in connection with the Project shall not subject WANTMAN's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, CLIENT agrees that as CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against WANTMAN, a Florida corporation, and not against any of WANTMAN's employees, shareholders, officers or directors.
19. **EXTENSION OF PROTECTION:** CLIENT agrees to extend any and all liability limitations and indemnifications provided by CLIENT to WANTMAN to those individuals and entities WANTMAN retains for performance of the services under this Agreement, including but not limited to WANTMAN's officers and employees and their heirs and assigns, as well as WANTMAN's sub-consultants and their officers, employees, heirs and assigns.
20. **SCOPE OF SERVICES:** Services not set forth as Basic Services or Additional Services and listed in this Agreement are excluded from the scope of WANTMAN's services and WANTMAN assumes no responsibility to perform such services.
21. **SEVERABILITY AND SURVIVAL:** Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between CLIENT and WANTMAN shall survive the completion of the services hereunder and the termination of this Agreement.
22. **SUSPENSION OF SERVICES:** If the Project is suspended for more than thirty (30) calendar days in the aggregate, WANTMAN shall be compensated for services performed and charges incurred prior to such suspension and, upon resumption of services, WANTMAN shall be entitled to an equitable adjustment in fees to accommodate the resulting demobilization and re-mobilization costs. In addition, there shall be an equitable adjustment in the Project schedule based on the delay caused by the suspension. If the Project is suspended for more than ninety (90) calendar days in the aggregate, WANTMAN may, at its option, terminate this Agreement upon giving notice in writing to CLIENT.
23. **HOURLY BILLING RATES:** All services to be billed on an hourly basis under this Agreement will be billed using WANTMAN's prevailing billing rate schedule at the time services are provided. If a specific rate schedule is to be used for this Agreement, it shall expire no later than one year from the date of this Agreement and will be replaced with the prevailing rate schedule in effect at that time.
24. **PRIORITY OVER FORM AGREEMENTS:** The parties agree that the provisions of this Agreement shall control and govern over any Work Orders, Purchase Orders or other documents, which CLIENT may issue to WANTMAN in regard to the Project(s) which is (are) the subject of this Agreement. CLIENT may issue such documents to WANTMAN for its convenience for accounting or other purposes, but any such Orders will not alter the terms of this Agreement, regardless of any contrary language appearing therein.
25. **THIRD PARTIES:** Except where specifically stated otherwise in this Agreement, nothing in this Agreement shall be construed as giving any person, firm, corporation or other entity other than the parties to this Agreement and their respective successors and permitted assigns, any right, remedy or claim under or in respect of this Agreement or any of its provisions.
26. **DEFAULT:** CLIENT shall be in default under this Agreement if (i) it fails to pay in full any invoice from WANTMAN on the due date or fails to make any other payment due to WANTMAN under this Agreement, (ii) it fails to observe or perform any other term, condition or covenant under this Agreement, (iii) it breaches any warranty or representation made under this Agreement, (iv) it dissolves, terminates or liquidates its business, or its business fails or its legal existence is terminated or suspected, (v)

**WANTMAN GROUP, INC.
AGREEMENT PROVISIONS**

any voluntary or involuntary bankruptcy, reorganization, insolvency receivership, or other similar proceeding is commenced by or against CLIENT, or (vi) it becomes insolvent, makes an assignment for the benefit of creditors, or conveys substantially all of its assets.

27. **SUE TECHNICAL STANDARDS:** Quality Level A information obtained by direct exposure of the existing utilities can greatly increase the level of confidence with respect to the location of underground utilities at a particular jobsite. Utility exposure (Quality Level A) permits three-dimensional measurements to be taken on utilities for accurate location at each test hole. The overall level of confidence with respect to the location of site utilities can be raised by increasing the number of test holes examined; however, WANTMAN provides no guarantee of the location of utilities on the site other than at the locations where test holes have been established.

Quality Level B services include the horizontal, above ground detection, marking and mapping of underground utilities. Geophysical prospecting methods are used to indicate the presence and surface position of buried utilities. Utilities are identified and marked in the field in order to be surveyed and mapped. Quality Level B information should not be used for construction purposes, or where exact horizontal and vertical measurements are required.

The accuracy of Quality Level B designating information and depth of cover readings obtained by utilizing Geophysical and Ground Penetrating Radar equipment and techniques are subject to field and soil conditions beyond WANTMAN's control.

WANTMAN will make reasonable efforts to provide comprehensive and correct positional utility marks to the limits obtainable by the instrumentation used and the existing ground conditions; however, WANTMAN provides no guarantee that all existing utilities on a particular site will be properly located using these methods.

Utilizing WANTMAN's SUE services does not relieve any party from its obligation to contact the utility damage prevention system before digging begins. Utility marks placed on the ground by WANTMAN are not to be used for construction purposes.

29. **MERGER; AMENDMENT:** This Agreement constitutes the entire agreement between WANTMAN and CLIENT with respect to its subject matter, and all negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both WANTMAN and CLIENT.

Agreement Provisions Accepted by:

**WANTMAN GROUP, INC
FEE SCHEDULE
EFFECTIVE DATE – OCTOBER 2012**

Hourly Rate

Principal Engineer	\$225.00
Expert Witness	\$350.00
Project Manager	\$175.00
Senior Professional Engineer	\$150.00
Professional Engineer	\$130.00
Field Engineer	\$110.00
Engineer Intern	\$ 90.00
CADD Technician	\$ 80.00
Environmental Scientist	\$115.00
Principal Planner	\$175.00
Planner	\$120.00
GIS Technician	\$ 90.00
Principal Surveyor	\$200.00
Senior Professional Surveyor	\$150.00
Professional Surveyor	\$130.00
Survey Intern	\$ 90.00
2 Man Field Crew	\$120.00
3 Man Field Crew	\$150.00
4 Man Field Crew	\$180.00
5 Man Field Crew	\$210.00
Utility Coordinator	\$90.00
Designating Crew	\$120.00
Vacuum Excavation Crew	\$180.00
Laser Scan Crew	\$250.00
Hydrographic/Bathymetric Crew	\$325.00
Administrative Assistant	\$ 65.00
Blueprints (per sq. ft.)	\$ 0.60
Full Color Plot (per sq. ft.)	\$ 15.00
Photo Mylars (each)	\$120.00
Mylars (per sq. ft.)	\$ 6.00
Copies, Black & White (each)	\$ 0.30
Copies, Color (each)	\$ 1.00
Other Expenses	Cost Plus 10%

Expenses: In addition to labor, WANTMAN bills for the following project related costs at a contractually agreed markup: printing; conference calling charges; document review, permit or recording fees paid on behalf of CLIENT; shipping; bid advertisement; specialty materials, software or equipment rental; sub-consultant fees; costs of project related employee travel including meals, lodging, airfare and miscellaneous travel costs such as tolls, parking, etc; mileage for all company-owned vehicles (trucks) will be charged at \$0.85/mile; employee owned vehicles used for transportation related to the Project will be charged at the prevailing federal mileage rate allowed by the IRS at the time the travel occurs.

WANTMAN also bills for the cost of internal reproduction and the use of specialized equipment related to subsurface utility vacuum excavation, mobile scanning (LIDAR), and hydrographic surveying.

Rates Are Valid Through December 31, 2013

Fee Schedule Accepted by: