

City of Fort Pierce
Engineering Department
100 North US Highway 1
Fort Pierce, Florida 34954

Attention: Ms. Tracy Telle, P.E.

Subject: Proposal for Construction Materials Testing
and Construction Engineering Inspection (CEI) Services
Melody Lane Fishing Pier Project
Fort Pierce, Florida

Ms. Telle:

Ardaman & Associates, Inc. is pleased to submit this proposal for quality assurance/materials testing services and Construction Engineering Inspection (CEI) services for the above referenced project. Based upon our review of the project plans and from our understanding of the project, we have estimated our scope of work and associated costs as follows:

Construction Materials Testing Services:

Compaction In-Place Density Tests: 20 tests @ \$21.00/test	\$420.00
Modified Proctor Tests; 2 tests @ \$85.00/test	\$170.00
Concrete Cylinders: 10 sets @ \$85.00/set	\$850.00
Mortar Cubes (non-shrink grout): 4 sets @ \$85.00/set	\$340.00

Test Pile Program (install 3 test piles and develop pile driving criteria for production piles):

PDA Testing (by GRL Engineers, assume one day); Lump Sum	\$4,500.00
Senior Engineering Technician: 10 hours @ \$55.00/hour	\$550.00
Senior Project Engineer: 10 hours @ \$115.00/hour	\$1,150.00

Production Pile Monitoring (estimate 6 days):

Senior Engineering Technician: 50 hours @ \$55.00/hour	\$2,750.00
Senior Project Engineer: 20 hours @ \$115.00/hour	\$2,300.00

Reinforcing Steel Inspections (at project site and/or at Brothers Construction yard):

Senior Project Engineer: 10 hours @ \$115.00/hour	\$1,150.00
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Miscellaneous Inspections (railing and joist connections, etc.) and Engineering Services:

Senior Engineering Technician: 30 hours @ \$55.00/hour	\$1,650.00
Senior Project Engineer: 20 hours @ \$115.00/hour	\$2,300.00

TOTAL ESTIMATED PROJECT COST:.....\$18,130.00

Contractor methodology and changes in testing/inspection frequencies may affect the cost. The actual cost of our services will be a function of the quantities of work performed in accordance with the unit rates presented herein. Pile driving monitoring, stand-by due to construction delays and site visits to pick up samples when no other work is performed will be charged at the hourly staff rates. An overtime factor of 1.5 may be applied to the rates for work performed on weekends, holidays and after normal working hours (7:30 a.m. to 5:00 p.m., Monday through Friday). We note that density testing frequencies and all testing and monitoring quantities are approximate and based on our experience with similar projects and anticipated contractor methodologies. Allowances for re-tests (from failing density tests) are not included herein. Additional services not listed in the cost estimate can be provided at an additional fee, if requested.

If this proposal meets with your approval, please complete and return the attached Proposal/Project Acceptance and Agreement form or issue the subcontract agreement that will be assigned to this project as our notice to proceed. Please do not hesitate to contact us if you have questions or need additional information.

Best Regards,

ARDAMAN & ASSOCIATES, INC.


Dan J. Zrallack, P.E.
Branch Manager



PROPOSAL/PROJECT ACCEPTANCE AND AGREEMENT

PROJECT INFORMATION:

Project Name _____ Melody Lane Fishing Pier _____
 Project Location _____ Melody Lane, Fort Pierce, Florida _____
 Proposal Number and Date _____ 15-4085; dated May 26, 2015 _____
 Description of Services _____ Construction Materials Testing _____
 Estimated Fee _____ \$18,130.00 _____

PROPERTY OWNER IDENTIFICATION: (If other than above)

Name _____
 Property Identification Number _____
 Address _____
 City/State _____ Zip Code _____ Phone _____
 Attention _____ Title _____

SPECIAL INSTRUCTIONS:

PAYMENT TERMS:

Payment shall be due within 30 days after date of each periodic invoice. Interest at the rate of 18% per annum (or the highest rate allowable by law) shall accrue on all amounts not paid within 30 days after date of invoice. All attorney fees and expenses associated with collection of past due invoices will be paid by Client. Failure to timely pay any invoice shall constitute a waiver of any and all claims against Ardaman & Associates, Inc.

PROPOSAL ACCEPTANCE:

By accepting this Proposal, the Terms and Conditions of this Proposal, including the Terms on this page, and Ardaman & Associates, Inc.'s General Conditions appearing on the second page of this Proposal, are incorporated herein by reference. In the event this Proposal Acceptance was received by facsimile, Client hereby confirms that the above described Proposal, the Terms and Conditions of this Proposal, including the Terms on this page, and Ardaman & Associates, Inc.'s General Conditions have been made available and are incorporated in this agreement.

Accepted this _____ day of _____, 2015

(Print or type individual, firm or corporate body name)

(Signature of authorized representative)

(Print or type name of authorized representative and title)

GENERAL CONDITIONS - FLORIDA

Parties And Scope Of Work – Ardaman & Associates, Inc. (hereinafter referred to as “A&A”) shall include said company, its division, subsidiary, parent or affiliate performing the Work. “Work” means the specific services to be performed by A&A as set forth in A&A’s proposal, the Client’s acceptance thereof, both incorporated herein by this reference, and these General Conditions. “Client” refers to the person or business entity ordering the Work to be done by A&A. If the client is ordering the Work on behalf of a third party, the Client represents and warrants that the Client is the duly authorized agent of said third party for the purpose of ordering and directing said Work. In the event Client is not the authorized agent of said third party, Client agrees that he shall be individually liable hereunder. Further, Client shall disclose any such agency relationship to A&A in writing before the commencement of A&A’s Work hereunder. Client agrees that A&A’s professional duties are specifically limited to the Work as set forth in A&A’s proposal. The Client assumes sole responsibility for determining whether the quantity and the nature of the Work ordered by the Client is adequate and sufficient for the Client’s intended purpose. A&A’s Work is for the exclusive use of client, and its properly disclosed principal. In no event shall A&A have any duty or obligation to any third party. Directing A&A to proceed with the Work shall constitute acceptance of the terms of A&A’s proposal and these General Conditions.

On-Call Services – In the event A&A is retained to perform construction materials testing (“CMT”), including but not limited to proctor and soil density tests, concrete tests, etc., on an On-Call basis such that A&A is not retained to perform continuous observations of construction, Client assumes sole responsibility for determining the location and frequency of sampling and testing. In such On-Call testing, A&A’s test results are only representative of conditions at the test location and elevation, and different conditions may exist at other locations and other elevations. Furthermore, in the event Client fails to properly determine the location or frequency of sampling and testing, under no circumstances will A&A assume any duty by performing its CMT services.

Right-of-Entry – Unless otherwise agreed, Client will furnish right-of-entry on the property for A&A to make the planned borings, surveys, and/or explorations. A&A will take reasonable precautions to minimize damage to the property caused by its equipment and sampling procedures, but the cost of restoration or damage which may result from the planned operations is not included in the contracted amount.

Damage to Existing Man-made Objects – It shall be the responsibility of the Client or his duly authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects relative to field tests, sampling, or boring locations. In addition, Client waives any claim against A&A arising from any damage to existing man-made objects.

Warranty and Limitation of Liability - A&A shall perform services for Client in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of competent consultants practicing in the same or a similar locality as the project. In the event any portion of the services fails to comply with this warranty obligation and A&A is promptly notified in writing prior to one year after completion of such portion of the services, A&A will re-perform such portion of the services, or if re-performance is impracticable, A&A will refund the amount of compensation paid to A&A for such portion of the services. This warranty is in lieu of all other warranties. No other warranty, expressed or implied, including warranties of merchantability and fitness for a particular purpose is made or intended by the proposal for consulting services, by furnishing an oral response of the findings made or by any representations made regarding the services included in this agreement. In no event shall A&A be liable for any special, indirect, incidental, or consequential loss or delay or time-related damages. The remedies set forth herein are exclusive and the total liability of consultant whether in contract, tort (including negligence whether sole or concurrent), or otherwise arising out of, connected with or resulting from the services provided pursuant to this Agreement shall not exceed the total fees paid by Client or \$50,000.00, whichever is greater. Client may, upon written request received within five days of Client’s acceptance hereof, increase the limit of A&A’s liability by agreeing to pay A&A an additional sum as agreed in writing prior to the commencement of A&A’s services. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the greater liability involved.

PURSUANT TO §558.0035, FLORIDA STATUTES, CONSULTANT’S INDIVIDUAL EMPLOYEES AND/OR AGENTS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THEIR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

Sampling or Testing Location – Unless specifically stated to the contrary, the unit fees included in this proposal do not include costs associated with professional land surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in our report or shown on our sketches are based on specific information furnished to us by others or estimates made in the field by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report.

Sample Handling and Retention – Generally test samples or specimens are consumed and/or substantially altered during the conduct of tests and A&A, at its sole discretion, will dispose (subject to the following) of any remaining residue immediately upon completion of test unless required in writing by the Client to store or otherwise handle the samples. (a) NON HAZARDOUS SAMPLES: At Client’s written request, A&A will maintain preservable test samples and specimens or the residue therefrom for thirty (30) days after submission of A&A’s report to Client free of storage charges. After the initial 30 days and upon written request, A&A will retain test specimens or samples for a mutually acceptable storage charge and period of time. (b) HAZARDOUS OR POTENTIALLY HAZARDOUS SAMPLES: In the event that samples contain substances or constituents hazardous or detrimental to human health, safety or the environment as defined by federal, state or local statutes, regulations, or ordinances (“Hazardous Substances” and “Hazardous Constituents”, respectively), A&A will, after completion of testing and at Client’s expense: (i) return such samples to Client; (ii) using a manifest signed by Client as generator, will have such samples transported to a location selected by Client for final disposal. Client agrees to pay all costs associated with the storage, transport, and disposal of such samples. Client recognizes and agrees that A&A is acting as a bailee and at no time does A&A assume title of said waste.

Discovery of Unanticipated Hazardous Materials – Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. A&A and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. A&A and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for A&A to take immediate measures to protect health and safety. A&A agrees to notify Client as soon as practicable should unanticipated hazardous materials or suspected hazardous materials be encountered. Client encourages A&A to take any and all measures that, in A&A’s professional opinion, are justified to preserve and protect the health and safety of A&A’s personnel and the public. Client agrees to compensate A&A for the additional cost of working to protect employees’ and the public’s health and safety. In addition, Client waives any claim against A&A arising from A&A’s discovery of unanticipated hazardous materials or suspected hazardous materials.

Indemnification – Client agrees to defend, indemnify and save harmless A&A from all claims, including negligence claims, suits, losses, personal injuries, death and property liability resulting from A&A’s performance of the proposed work, whether such claims or damages are caused in part by A&A, and agrees to reimburse A&A for expenses in connection with any such claims or suits, including reasonable attorney’s fees. Client’s obligation to indemnify is limited to \$2 million per occurrence, which Client agrees bears a reasonable commercial relationship to the Work undertaken by A&A. Client further agrees that these general conditions are a part of the Work’s specifications or bid documents, if any.

Legal Jurisdiction – The parties agree that any actions brought to enforce any provision of this Agreement shall only be brought in a court of competent jurisdiction located in Orlando, Orange County, Florida. All causes of action, including but not limited to actions for indemnification, arising out of A&A’s Work shall be deemed to have accrued and the applicable statutes of limitation shall commence to run not later than either the date of substantial completion of the Work for acts or failures to act occurring prior to substantial completion, or the date of issuance of A&A’s final invoice for acts or failures to act occurring after substantial completion of the Work. Each of the parties hereto irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this agreement.

Force Majeure - A&A shall not be held responsible for any delay or failure in performance caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, acts of God, act or omission of subcontractors, carrier, clients or other similar causes beyond its control.

Drafting and Severability – **This Agreement has been drafted by all Parties hereto and shall not be construed against one Party or in favor of any other Party. In the event that any provision of this Agreement is held invalid, the remainder of this Agreement shall be fully enforceable.**