

**AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT
(CONTRACT 0517-1240-ARD)**

The City of Daytona Beach, a Florida municipal corporation (the "City") and Ardaman & Associates, Inc., ("Consultant"), hereby agree to amend the above-referenced Contract, effective on the date last signed below.

WITNESSETH:

WHEREAS, the City Commission approved the above-referenced Contract, with Ardaman & Associates, Inc., by Resolution 17-256; and

WHEREAS, certain additional amendments are required to update the Contract.

NOW, THEREFORE, the City and Consultant agree to amend the Contract as follows, based on the mutual valuable consideration contained herein.

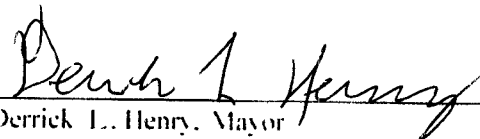
1. Exhibit B to the Contract is replaced with Exhibit B-1. All references in the Contract to "Exhibit B" will hereafter be deemed to refer to the revised Exhibit B-1.

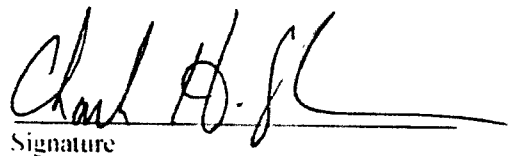
All other provisions of the Contract remain in full force and effect.

IN WITNESS WHEREOF, the CITY and CONSULTANT have set their hands and seals, effective on the date that the last party has signed below.

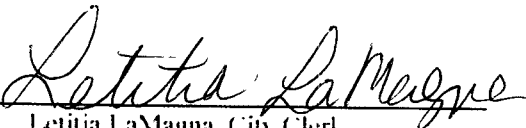
THE CITY

CONSULTANT

By: 
Derrick L. Henry, Mayor


Signature

Name Typed: Charles H. Cunningham, P.E.

Attest: 
Letitia LaMagna, City Clerk
Date: 4-4-18

Title: Vice President
Date: 3-5-18

Approved as to legal form

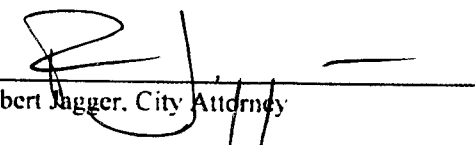
By: 
Robert Jagger, City Attorney

EXHIBIT B-1

ARDAMAN & ASSOCIATES, INC.
CITY OF DAYTONA BEACH – Continuing Geotechnical Testing Services
FEE SCHEDULE
PROFESSIONAL, TESTING AND SUPPORT SERVICES

PROFESSIONAL SERVICES

Principal Engineer	Per Hour	\$210 00
Senior Project Engineer	Per Hour	\$177 00
Project Engineer/Geologist/Scientist	Per Hour	\$149 00
Assistant Project Engineer/Geologist/Scientist	Per Hour	\$ 93 00
Staff Engineer/Geologist/Scientist	Per Hour	\$ 74 00

GENERAL CONSTRUCTION MONITORING AND FIELD/LABORATORY TESTING SERVICES

Project Manager	Per Hour	\$ 69 00
Senior Engineering Technician	Per Hour	\$ 70 00
Engineering Technician	Per Hour	\$ 53 00
Asphalt Inspector	Per Hour	\$ 75 00
Threshold Inspector	Per Hour	\$ 66 00
Certified Welding Inspector	Per Hour	\$ 91 00

DESIGN AND SUPPORT SERVICES

Technical Draftsman	Per Hour	\$ 69 00
Technical Secretary	Per Hour	\$ 53 00

MISCELLANEOUS EXPENSES

Copying	Per Page	\$ 0 10
Color Copying	Per Page	\$ 0 50
Printing/Plotting – Black & White (24"x36", 30"x42")	Per Sheet	\$ 2 50
Printing/Plotting – Color (24"x36", 30"x42")	Per Sheet	\$ 5 00

ARDAMAN & ASSOCIATES, INC.
CITY OF DAYTONA BEACH – Continuing Geotechnical Testing Services
FEE SCHEDULE
SUBSURFACE FIELD EXPLORATION

MOBILIZATION/DEMobilIZATION

Mobilization and Demobilization

- Men and Equipment (Minimum \$300 00) Per Job Varies
- Portable Barge (Minimum \$6,500 00) Per Job Varies

STANDARD DRILLING

- All Terrain Vehicle (Mudbug) Add'l Price Per LF \$ 1 10
- Auger Borings (4-inch) Per Lineal Foot \$ 11 40
- Wash Borings – Cuttings Only (up to 3 inch)
 - Soil drilling Per Lineal Foot \$ 8 20
 - Rock drilling Per Lineal Foot \$ 13 70
- Standard Penetration Test (SPT) Borings (ASTM D-1586) in soil (N-values <50)
 - from surface to 50 feet Per Lineal Foot \$ 16 50
 - from 50 feet to 100 feet Per Lineal Foot \$ 21 00
 - from 100 feet to 150 feet Per Lineal Foot \$ 27 00
- Standard Penetration Test (SPT) Borings in high resistance soil/rock (N-values >50) Add'l Price Per LF \$ 3 40
- Furnish, Install, and Remove Casing (up to 4-inch)
 - from surface to 50 feet Per Lineal Foot \$ 10 15
 - from 50 feet to 100 feet Per Lineal Foot \$ 12 40
 - from 100 feet to 150 feet Per Lineal Foot \$ 16 00
- Drilling (Time Basis)/2 man-crew Per Crew-Hour \$ 212 00
- Drilling (Time Basis)/3 man-crew Per Crew-Hour \$ 262 00
- Rock Coring (N or H size)
 - from surface to 50 feet Per Lineal Foot \$ 39 75
 - from 50 feet to 100 feet Per Lineal Foot \$ 45 75
 - from 100 feet to 150 feet Per Lineal Foot \$ 51 50

SAMPLING

- Additional SPT and Samples
 - from 10 feet to 50 feet Per Additional Sample \$ 32 75
 - from 50 feet to 100 feet Per Additional Sample \$ 41 00
 - from 100 feet to 150 feet Per Additional Sample \$ 51 50
- Undisturbed Samples
 - Shelby Tube Per Sample \$ 146 00
 - Fixed-Piston Shelby, Osterberg, Pitcher Per Sample \$ 178 00

FIELD PERMEABILITY

- Field Permeability Test in Cased Borehole Less than 10' Deep Per Test \$ 300 00
- Double Ring Infiltration Test Per Test \$ 575 00

SOUNDINGS

- Electric Dutch Cone Soundings Per Lineal Foot \$ 14 00
- Piezocone Soundings Per Lineal Foot \$ 15 50
- Muck Probing/Clay Sampling Per Crew-Hour \$ 224 00
- Electric Dutch Cone Soundings (Time Basis) Per Crew-Hour \$ 215 00
- Piezocone/Piezoprobe Soundings (Time Basis) Per Crew-Hour \$ 234 00
- Piezocone Dissipation Monitoring Per Crew-Hour \$ 232 00
- Piezoprobe Dissipation Monitoring Per Crew-Hour \$ 232 00

OTHER CHARGES

- Difficult Access, Hole Location and Set-Up Per Crew-Hour \$ 191 00
- Standby Time Per Crew-Hour \$ 191 00
- Piezometer and Well Installation (plus materials) Per Crew-Hour \$ 262 00
- Bore Hole Grouting and Sealing Per Lineal Foot \$ 4 65
- Jon boat Use Per Day \$ 200 00
- Materials & Supplies Per Job At Cost + 12%
- Premium for Drilling done with Barge, holiday, weekend, or night work 1.5 times the normal rate

ARDAMAN & ASSOCIATES, INC.
CITY OF DAYTONA BEACH – Continuing Geotechnical Testing Services
FEE SCHEDULE
SUBSURFACE FIELD EXPLORATION

GENERAL FIELD EQUIPMENT

Data Logger	Per Day	\$ 415 00
Organic Vapor Analyzer (OVA 128 or Gastech)	Per Day	\$ 160 00
Photo Ionization Detector (Photovac Tip)	Per Day	\$ 174 00
Methane Detector	Per Day	\$ 141 00
Explosimeter	Per Day	\$ 90 00
Generator	Per Day	\$ 150 00
Pressure Washer	Per Day	\$ 150 00
Surveying Equipment	Per Day	\$ 80 00
Centrifugal Development Pump	Per Day	\$ 85 00
Submersible Development Pump	Per Day	\$ 87 00
Peristaltic Purging Pump	Per Day	\$ 66 00
Magnetometer	Per Day	\$ 63 00
Product/Water Interface Probe	Per Day	\$ 87 00
pH/Conductivity Meter	Per Day	\$ 30 00
Turbidity Meter	Per Day	\$ 68 00
Dissolved Oxygen Meter	Per Day	\$ 126 00
Water Level Indicator	Per Day	\$ 27 00
Bailer Usage	Per Day	\$ 30 00
Concrete Saw	Per Day	\$ 160 00

EXPENDABLE SUPPLIES

High Capacity (1 or 0.45 micron) Filter	Each	\$ 32 00
Disposable Teflon Bailer	Each	\$ 30 00
Disposable Polyethylene Bailer	Each	\$ 19 00
Disposable Free Product Bailer	Each	\$ 31 00
Isopropyl Alcohol (decontamination)	Per Gallon	\$ 21 00
Deionized Water (decontamination)	Per Five Gallons	\$ 16 00
16 oz Soil Jars (soil headspace analysis)	Per Box of 12	\$ 16 00
Tygon Tubing	Per Foot	\$ 3 85
Polyethylene Tubing	Per Foot	\$ 0 70
55-gallon Drum	Each	\$ 95 00
Master Lock	Each	\$ 19 50

GEOPHYSICAL EQUIPMENT

Geonics EM 34-3	Per Day	\$ 295 00
AGI Sting R1 - IP	Per Day	\$ 268 00

SPECIAL DRILLING/SOUNDING

Prices for special drilling (barge drilling, air boat sampling, amphibious drilling, NQ wire line coring, large diameter borings, drilling in corrosive, contaminated or hazardous materials, drilling at great depths; installing large diameter temporary casing, etc), field vane testing, and other specialized sampling or field tests will be determined per project. Work performed over water will be at 1.5 times the standard unit prices.

INSTRUMENTATION

Prices for installation of monitor wells, inclinometers and settlement devices, and for performance of packer tests will be determined per project.

ARDAMAN & ASSOCIATES, INC.
CITY OF DAYTONA BEACH – Continuing Geotechnical Testing Services
FEE SCHEDULE
LABORATORY SOIL TESTING SERVICES

CLASSIFICATION TESTS

Moisture Content (ASTM D-2216)	Each	\$ 14 50
Organic Content		
Loss on Ignition (ASTM D-2974)	Each	\$ 33 50
Wet Combustion (AASHTO T-194)	Each	\$113 00
Unit Weight/Classification of Undisturbed Sample	Each	\$ 66 00
Grain Size Distribution		
Sieve Analysis (ASTM D-421, D-422)	Each	\$ 64 00
Fines Content (ASTM D-1140)	Each	\$ 37 00
Hydrometer Analysis (ASTM D-422)	Each	\$113 00
Atterberg Limits (ASTM D-4318)		
Plasticity Index Less than 150%	Per Set	\$ 114 00
Plasticity Index Greater than 150%	Add'l Per Set	\$ 69 50
Shrinkage Limit (ASTM D-4943)	Each	\$ 89 00
Specific Gravity (ASTM D-854)	Each	\$ 99 50
Marsh Funnel Viscosity (API 13B-1)	Each	\$ 23 00
Slump Cone (ASTM C-143)	Each	\$ 23 00

CONSOLIDATION TESTS

Incremental Consolidation Test (ASTM D-2435)		
Up to Ten Load or Unload Increments	Per Test	\$640 00
More than Ten Load or Unload Increments	Per Add'l Increment	\$ 57 00
Constant Rate of Strain Consolidation Test (ASTM D-4186)	Each	\$655 00

PERMEABILITY TESTS

Permeability Test on Sand (ASTM D-2434)	Each	\$250 00
Permeability Test on Fine Grained Soil (ASTM D-5084)		
Hydraulic Conductivity >10 ⁻⁸ cm/sec	Each	\$320 00
Hydraulic Conductivity <10 ⁻⁸ cm/sec	Each	\$458 00
Permeation with Fluid Other Than Water	Add'l Per Test	\$203 00

STRENGTH TESTS

Strength Index Tests (Torvane, Penetrometer)	Each	\$ 6 25
Vane Shear Test (ASTM D-4648)	Each	\$ 23 80
Unconfined Compression Test (ASTM D-2166)		
Strength Only	Each	\$ 57 50
With Stress-Strain Curve	Each	\$106 00
Triaxial Tests		
Unconsolidated-Undrained (ASTM D-2850)	Each	\$276 00
Unconsolidated-Undrained (with pore pressure response)	Each	\$615 00
Consolidated-Undrained (with pore pressure measurement)	Each	\$615 00
Consolidated-Drained on Sands	Each	\$500 00
Consolidated-Drained on Fine Grained Soils	Each	\$660 00
Use of Fluid Other Than Water	Add'l Per Test	\$203 00
Direct Shear Tests		
Conventional 2 3" Box Shear (ASTM D-3080)	Per Normal Load	\$305 00
2 3" Box Shear With Stress Reversals	Per Normal Load	\$467 00
2 3" Box Shear With Geosynthetics	Per Normal Load	\$320 00
Angle of Repose	Each	\$ 53 75
Split Tensile for Rock Cores (ASTM D-3967)	Each	\$147 00

SAMPLE PREPARATION AND SPECIAL TESTS

Preparation of Laboratory Samples for Testing will be charged at technician man-hour rates. Prices for Special Sample Preparation, for Special Laboratory Tests and for testing contaminated soils or hazardous materials will be determined per project based upon technician man-hours and other considerations.

ARDAMAN & ASSOCIATES, INC.
CITY OF DAYTONA BEACH – Continuing Geotechnical Testing Services
FEE SCHEDULE
LABORATORY CHEMICAL & GEOSYNTHETIC TESTING SERVICES

CHEMICAL TESTS

pH (FM5-550)	Each	\$ 8 10
Specific Conductance (FM3-D 1125)	Each	\$ 9 10
Sulfate (FM5-553)	Each	\$ 44 50
Chloride (FM5-552)	Each	\$ 44 50
Soil pH (FM5-550)	Each	\$ 44 50
Soil Specific Conductance	Each	\$ 44 50
Soil Resistivity (ASTM G-57 or FM5-551)	Each	\$ 49 50
Water Corrosivity Series (FM5-550,552,553, FM3-D 1125)	Each	\$143 00
Soil Corrosivity Series (FM5-550, 551, 552, 553)	Each	\$177 00
Concrete Low Level Chloride (FM5-516)	Each	\$154 00

GEOSYNTHETICS

Geomembrane Thickness (ASTM D-751, D-5199 or D-5994)	Per Sample	\$ 17 00
Geomembrane Density (ASTM D-792)	Per Sample	\$ 33 00
Geomembrane Tensile Strength (ASTM D-638 or D-6693)	Per Set	\$ 82 00
Geomembrane Tear Resistance (ASTM D-1004)	Per Set	\$ 72 00
Geomembrane Seams (ASTM D-4437 or D-6392)		
• 5 Peel and 5 Shear Specimens	Per Set	\$ 48 00
• 10 Peel & 5 Shear Specimens	Per Set	\$ 71 75
Geotextile Grab Tensile Strength (ASTM D-4632)	Per Set	\$ 82 00
Geotextile Trapezoidal Tear (ASTM D-4533)	Per Set	\$ 96 50
Geotextile Mass/Unit Area (ASTM D-3776 or D-5261)	Per Sample	\$ 33 00
Geotextile Thickness (ASTM D-1777 or D-5199)	Per Sample	\$ 17 00
Geotextile Seam Strength (ASTM D-4884)	Per Sample	\$ 62 00
Interface Direct Shear (ASTM D-5321)		
• Geosynthetic to Geosynthetic	Per Normal Stress	\$278 00
• Geosynthetic to Soil	Per Normal Stress	\$385 00

ARDAMAN & ASSOCIATES, INC.
CITY OF DAYTONA BEACH – Continuing Geotechnical Testing Services
FEE SCHEDULE
CONSTRUCTION MATERIALS TESTING AND INSPECTION SERVICES

CONCRETE SAMPLING AND TESTING

Cylinder samples (up to 5 cylinders per set) molding curing, and strength testing (ASTM C-31 and C-39) Include one slump (ASTM C-143) and one temperature determination. Cylinders shall be left in a place provided by the Contractor, covered with plastic caps and attempts made to provide shade thereon. If temperature of the air is critical to first 24 hours (during field curing), equipment to maintain such controls shall be provided by others

\$127.50/set

Additional cylinders

\$18.35/cylinder

Technician time due to construction delays in excess of 1.0 hours portal to portal on the date cylinders are made

Hourly Tech Rate

Technician time transporting cylinders from site to laboratory if no other work is required

Hourly Tech Rate

Curing and strength testing samples delivered to our laboratory (ASTM C-39)

\$18.90/cylinder

Continuous monitoring of concrete placement and/or extra slump and temperature tests

Hourly Tech Rate

Additional Slump tests (ASTM C-143)

\$25.50/test

Air entrainment (ASTM C-173)

\$36.75/test

Unit weight and Yield Tests

\$78.75/test

Concrete Plant Monitoring by Technician

Hourly Tech Rate

Concrete blocks. Strength tests (determined by gross area)

\$125.00/block

Concrete blocks. Absorption and strength tests (net area)

\$241.75/set of 3

Block Prism Assembly

\$320.00/set of 3

Flexural Strength Beams (up to 3 beams) \$50.00 each additional beam

\$294.00/set of 3

Test beams made by others

\$53.50/each

Grout Prisms 3/set (blocks supplied by others)

\$127.50/set of 3

Mortar Cubes

\$127.50/set of 3

Concrete Slab Moisture Vapor Tests (Not Including Technician Time)

Cost +12%

FLOOR FLATNESS/LEVELNESS TESTING

Equipment Use

\$150.00/day

Technician

Hourly Tech Rate

Summary Report

\$165.00/pour

ARDAMAN & ASSOCIATES, INC.
CITY OF DAYTONA BEACH – Continuing Geotechnical Testing Services
FEE SCHEDULE
CONSTRUCTION MATERIALS TESTING AND INSPECTION SERVICES

SAMPLING AND TESTING OF IN-PLACE CONCRETE/SOIL CEMENT

Coring and testing of cored samples

Technician time (two-man crew)	Hourly Tech Rate
Mobilization of coring equipment	\$300 00/trip
Trimming, capping and strength test (ASTM C-42)	\$42 00/core
Depth measurement	\$16 25/core
Shotcrete cores for absorption (ASTM C642)	\$52 50/each
Shotcrete panel pick-up	Hourly Tech Rate

Non-Destructive Testing of Concrete

Rebar Location, Ultrasonic and Impact Echo Testing (price quoted according to project)	Upon Request
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Swiss Hammer or Windsor Probe Testing

Mobilization of equipment	\$153 00/trip
Technician	Hourly Tech Rate
Windsor Probe Loads	Cost +12%

SITE PREPARATION PROCEDURES INSPECTION, SAMPLING AND TESTING SERVICES

Monitoring of the removal of deleterious soils or materials
 Inspection of placement and compaction of fill material
 Penetrometer tests Sampling of natural or fill material
 Inspection of borrow areas

Technician	Hourly Tech Rate
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Density Tests

In-situ density tests, nuclear or dry sleeve method (minimum of five per trip)	\$28 00/test
Technician, as needed	Hourly Tech Rate
Sampling of natural or fill material for laboratory testing by Technician	Hourly Tech Rate

Soil Cement and Full-Depth Reclamation (FDR)

Soil Cement or FDR Mix Design Testing (3 points)	\$1,500 00/each
Additional Mix Design Points	\$90 00/each
Soil Cement/FDR Field Proctor (ASTM D-558) and Compressive Strength Testing (3 pills)	\$178 50/set
Depth Verification of Base Course and/or Stabilized Subgrade	Hourly Tech Rate

ARDAMAN & ASSOCIATES, INC.
CITY OF DAYTONA BEACH – Continuing Geotechnical Testing Services
FEE SCHEDULE
CONSTRUCTION MATERIALS TESTING AND INSPECTION SERVICES

SOIL AND ROCK LABORATORY TESTING (SAMPLING CHARGE NOT INCLUDED)	
Standard (ASTM D-698) or Modified (ASTM D-1557) Proctor (Less than 20% Fines)	\$127 50/each
Standard (ASTM D-698) or Modified (ASTM D-1557) Proctor (Greater than 20% Fines)	\$188 00/each
Standard (ASTM D-698) or Modified (ASTM D-1557) Proctor (Aggregate and Base Material)	\$158 00/each
Moisture content (ASTM D-2216)	\$14 50/each
Organic content	\$33 50/each
Sieve Analysis (ASTM D-421, D-422)	\$64 00/each
Sieve Analysis – Aggregate up to 1-inch (ASTM D-1140)	\$187 00/each
Sieve Analysis – Aggregate greater than 1-inch (ASTM D-1140)	Call for Price
Atterberg limits (ASTM D-423, D-424)	\$114 00/each
Limerock Bearing Ratio	\$375 00/each
Florida Bearing Value (FBV)	\$59 00/each
Percent fines	\$37 00/each
California Bearing Ratio (CBR) (Does not include Proctor)	\$158 00/each
Carbonate content determinations	\$180 00/test
Los Angeles Abrasion (Does not include sample preparation)	\$375 00/each
Soundness – Magnesium (plus material supply charges) (Does not include sample preparation)	\$91 00/sieve size
Specific Gravity of Fine Aggregate	\$96 25/each
ASPHALT: FIELD INSPECTION, SAMPLING & LABORATORY TESTING	
Field sampling of Hot Mix Asphalt	Hourly Tech Rate
Coring of Asphalt	
Mobilization of Truck mounted Coring Equipment	\$275 00/trip
Obtain Core Samples (2-man crew)	Hourly Tech Rate
Asphalt Cores (not including mobilization or coring crew)	\$42 00/each
Laboratory Testing	
Extraction & Gradation Testing (FM 5-563 & FM 1-T 030)	\$225 00/test
Marshall Stability & Flow (FM 5-511)	\$175 00/test
Superpave Volumetrics (Extraction/Gradation and Rice)	\$400 00/test
Asphalt Core Density Tests	\$42 00/test
Certified Asphalt Inspector (Roadway or Plant Inspection)	Hourly Inspector Rate
STRUCTURAL STEEL & WELD INSPECTION	
Visual Inspection of Welds and/or Bolt Torque Inspection by Certified Welding Inspector (safe access provided by client or project contractor)	Hourly CWI Rate
Non-Destructive Testing (Ultrasonic, Magnetic Particle, Dye Penetrant or Radiographic)	Upon Request
SPRAYED FIRE-RESISTIVE MATERIAL AND INTUMESCENT PAINT	
SFRM Depth Measurement & Sampling	Hourly Tech Rate
SFRM Adhesion Testing (Pull Test)	Hourly Tech Rate
SFRM Laboratory Unit Weight Determination	\$64 25/sample
Intumescent Paint Thickness Verification	Hourly Tech Rate
STATIC PILE LOAD TEST	Price on Request
VIBRATION MONITORING	
Vibration Monitor Equipment Charge	\$225 00/day
Technician	Hourly Tech Rate
Engineer	Hourly Rate
TRAVEL CHARGES:	
Charge to be determined by project (most projects are billed portal to portal)	Hourly Tech Rate
OVERTIME AND HOLIDAY	
Charges will be increased 50% for work performed during weekends, official holidays, and during weekdays on hours exceeding 8 0 hours per day or 40 hours per week	

ARDAMAN & ASSOCIATES, INC.
CITY OF DAYTONA BEACH – Continuing Geotechnical Testing Services
FEE SCHEDULE
CONSTRUCTION MATERIALS TESTING AND INSPECTION SERVICES

STRUCTURAL STEEL INSPECTION AND TESTING

- 1) Engineering observation of reinforcing steel to verify size, number, spacing, securement, grade and placement of reinforcing steel \$70 00/hr
- 2) Engineering observations during construction required to determine suitability and erection of steel framing systems and tensions of high strength bolted connections within the structural framing system \$70 00/hr
- 3) Observation of placement and securement of post-tension tendons and/or tensioning operations including measurements of elongations and monitoring jacking force of each tendon \$70 00/hr

INSPECTION AND ANALYSIS OF BUILT-UP ROOFING

- 1) Monitoring of built-up roofing operations including types of materials, bitumen temperature at application, moisture conditions, rain precautions and general compliance with project specifications \$70 00/hr
- 2) Analysis of new built-up roofing components (ASTM D-3617) – Ardaman does not provide this service
- 3) Analysis of existing built –up roofing components (ASTM D-2829) – Ardaman does not provide this service

PHASE I ENVIRONMENTAL SITE ASSESSMENTS

- 1) 0 to 20 Acres \$2200 00
- 2) 21 to 40 Acres \$2400 00
- 3) 41 to 60 Acres \$2500 00
- 4) 61 to 80 Acres \$2500 00
- 5) Over 80 Acres Price on Request

PERMANENT MONITORING WELL INSTALLATION (2" diameter with manhole cover or above grade protector) \$55 00/Ft

CLAY BRICK (ASTM C-67) CLAY TILE (ASTM C-1120)

- 1) Compressive strength , 5 specimens – Ardaman does not perform this test on brick and tile
- 2) Flexible strength, 5 specimens – Ardaman does not provide this test on brick and tile
- 3) Absorption, 24 hour specimen, 5 specimens – Ardaman does not provide this test on brick and tile

TESTING AND EVALUATION OF LIGHTWEIGHT INSULATING CONCRETE

- 1) Obtaining and testing samples of lightweight insulating concrete during construction (ASTM C-495) \$127 50/set (field)
- 2) Set of 5 compressive strength and dry weight unit weight cylinders \$91 75/set (lab)
- 3) Wet unit weight tests of plastic insulating concrete \$78 75/test

**CONTINUING PROFESSIONAL SERVICES CONTRACT
CONTRACT NO. 0517-1240-ARD**

THE PARTIES TO THIS CONTRACT are the CITY of Daytona Beach, a Florida municipal corporation (the "CITY"), and Ardaman & Associates, Inc., a Florida profit corporation authorized to do business in the State of Florida ("CONSULTANT").

In consideration of the mutual covenants herein contained, the Parties agree as follows:

Section 1. Scope of Services. CONSULTANT will provide professional GEOTECHNICAL AND MATEIRIALS TESTING CONTINUING SERVCIES FOR MUNICIPAL PROJECTS to the CITY from time to time at the request of the CITY during the Term of this Contract

Exhibit A, attached hereto and incorporated herein by reference, provides a detailed description of the range of services that may be provided under this Contract.

Section 2. Services Must Be Authorized in Writing. This Contract, in and of itself, does not require the CONSULTANT to perform any services or provide payment for services rendered by the CONSULTANT. No services will be provided under this Contract, and no payment obligation will arise for performance of services, except when specifically authorized by CITY purchase order issued in accordance with the CITY's procurement policies. No purchase order issued may alter the terms and conditions of this Contract. In case of a conflict with a purchase order this Contract will govern. The purchase order may provide more detailed parameters for the services to be provided, such as deliverables, deadlines, etc, consistent with the provisions of this Contract.

No claim for services furnished by the CONSULTANT not specifically provided for herein will be honored by the CITY.

If CONSULTANT is providing services under an open purchase order at the time that this Contract expires or terminates for any reason other than CONSULTANT's material breach, CONSULTANT will continue to provide such services unless and until the CITY provides CONSULTANT a notice suspending or terminating such services. If CONSULTANT is providing services under an open purchase order at the time that the CITY terminates this Contract due to CONSULTANT's material breach, CONSULTANT will immediately cease performing all services unless the notice of termination specifically provides otherwise.

Section 3. Fees and Other Payments; Limitations.

(a) Each purchase order will set forth the Fee to be paid to CONSULTANT. The Fee will be established as either a not-to-exceed or fixed fee. In either instance the purchase order will include sufficient documentation to describe the basis on which the fee has been calculated.

(1) Except as provided below, the Fees for a purchase order will be based on the Fee Schedule. The initial Fee Schedule is attached hereto and incorporated herein as Exhibit B. The parties may agree to amend the then current Fee Schedule only through formal amendment to this Agreement.

(2) A fixed Fee will be construed to be based on the Fee Schedule only where documentation is included that sets forth a good-faith estimate of the time required by CONSULTANT to complete the work, at commercially reasonable hourly rates; provided, however, that in such instances neither CONSULTANT's obligation to perform the work nor the fixed Fee will be altered merely based on the need to spend more or less time than shown on the estimate to complete the work.

(b) In addition to the Fee, the purchase order may provide for reimbursement of certain types of expenditures that CONSULTANT may incur in providing the service required, such as:

(1) *Copying and travel-related expenses.* As to travel-related expenses, mileage will be paid in accordance with then-current IRS business related mileage rate and in such cases, only for travel in excess of 50 miles round trip.

(2) *Subconsultant costs.* Subconsultants' costs will be paid at CONSULTANT's direct cost, without mark-up.

In all instances any limitations set forth in Exhibit B will apply.

(c) No additional compensation will be due CONSULTANT for any reason.

Section 4. Billing and Payment Procedure. In addition to requirements for payment established by applicable federal, state, or local law including the CITY Code, or the Exhibits, payment terms and conditions are as follows:

(a) No payment will be due for services performed until CONSULTANT submits a proper invoice. CONSULTANT must separately invoice the CITY for each purchase order. CONSULTANT may invoice the CITY no more frequently than monthly, and no sooner than 30 days after the date of the purchase order.

(b) For purchase orders providing for fixed fees: if the purchase order specifically provides for payment to be made in stages based upon completion of phases, tasks, or other discrete increment of the service to be provided, CONSULTANT will invoice the CITY as these increments of service are completed, and in any event no more frequently than monthly. If the purchase order so provides, or is silent as to the method for payment, payments will be made on the basis of the percentage of work completed and accepted.

(c) For purchase orders providing for Fees based on the hours worked, payment will be made based on the hours worked and billed during the monthly billing interval.

(d) In order to be considered proper, the invoice must include all information and documentation that the CITY may need to verify the accuracy of the invoice and the amount of payment due based on the specific requirements of this Contract. Where payment is for the cost incurred for certain reimbursables (such as for subconsultants or air travel), the invoice must include proof that CONSULTANT has paid such costs.

(e) The CITY will within 30 days after receipt of an invoice notify the CONSULTANT that the invoice is improper, or pay CONSULTANT the amount due.

Section 5. Standard of Performance. CONSULTANT's services will at a minimum meet the level of care and skill ordinarily used by members of CONSULTANT's profession performing the type of services provided herein within the State of Florida.

Section 6. Relationship between Parties. This Contract does not create an employee-employer relationship between the CITY and CONSULTANT. CONSULTANT is an independent contractor of the CITY and will be in control of the means and the method in which the requested work is performed. As an independent contractor, CONSULTANT will be solely responsible for payment of all federal, state, and local income tax, and self-employment taxes, arising from this Contract; and CONSULTANT agrees to indemnify and hold harmless the CITY from any obligations relating to such taxes. The CITY will not make deductions from payments due for such taxes, or for social security, unemployment insurance, worker's compensation, or other employment or payroll taxes. CONSULTANT will also responsible for the performance of CONSULTANT's sub-consultants.

Section 7. Documents.

(a) All reports, estimates, logs, original drawings, and other materials furnished, prepared or executed by CONSULTANT during the term of and in accordance with the provisions of this Contract are

the property of the CITY. CONSULTANT will immediately deliver all such materials to the CITY upon the CITY's written demand; or upon CONSULTANT's completion of the particular task for which such materials were prepared, executed, or otherwise required; or, where no demand has been made at the time that this Contract expires or is terminated, upon such expiration or termination.

(b) CONSULTANT understands and agrees that CITY will have the right to reuse any plans and specifications, including construction drawings, that CONSULTANT is required to provide to CITY pursuant to this Contract without having to obtain further approvals from or providing additional compensation to CONSULTANT. CITY understands and agrees that CONSULTANT will not be liable for CITY's use of such plans and specifications other than for the purposes intended by this Contract.

Section 8. Public Records.

(a) To the extent applicable, CONSULTANT will comply with the requirements of Florida Statutes Section 119.0701, which include the following:

(1) Keeping and maintaining public records that the CITY requires for performance of the service provided herein.

(2) Upon the request of the City Clerk of the CITY, (i) providing the City Clerk with a copy of requested public records or (ii) allowing inspection or copying of the records, within a reasonable time after receipt of the City Clerk's request, at a cost that does not exceed the cost provided in Ch. 119, Florida Statutes, or as otherwise provided by law.

(3) Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law until completion of this Contract, and following such completion if CONSULTANT fails to transfer such records to the CITY.

(4) Upon completion of the work required by a specific purchase order, keep and maintain public records required by the CITY to perform the service. CONSULTANT will meet all applicable requirements for retaining public records. All records stored electronically must be provide to the CITY upon request from the City Clerk, in a format that is compatible with the CITY's information technology systems.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONSULTANT MUST CONTACT THE CITY CLERK, WHOSE CONTACT INFORMATION IS AS FOLLOWS:

(Phone)	386 671-8023
(Email)	clerk@codb.us
(Address)	301 S. Ridgewood Avenue Daytona Beach, FL 32114

(b) Nothing herein will be deemed to waive CONSULTANT's obligation to comply with Section 119.0701(3)(a), Florida Statutes, as amended by Chapter 2016-20, Laws of Florida (2016).

Section 9. Effective Date and Term. The Effective Date of this Contract is the last signature date set forth below (the "Effective Date"). The Term of this Contract is 2 years, commencing on the Effective Date.

Any purchase order entered into prior to expiration or termination of the Term will remain valid. The CITY will have the option to renew this Contract for up to 3 Terms of 1-year each. Unless waived by CONSULTANT, the CITY must provide CONSULTANT written notice at least 60 days before the end of the current Term in order to exercise the option(s).

Section 10. Termination of Agreement

(a) The CITY may terminate this Contract, in whole or in part, at any time, for the CITY's convenience or upon CONSULTANT's material breach, by providing written notice as follows:

(1) Before terminating for convenience, the CITY must provide CONSULTANT 30 days' notice. Termination will be automatic upon the expiration of the 30-day period.

(2) Before terminating due to CONSULTANT's material breach of its contractual obligations, CITY must provide CONSULTANT prior written notice, specifying the breach and demanding that CONSULTANT remedy the breach within 10 days of the notice. This Contract will terminate automatically and without need for additional notice if CONSULTANT fails to remedy the material breach within this 10 day period.

(b) If the termination is for the CITY's convenience, CONSULTANT will be paid compensation for services performed to the date of termination; and, if the CITY's notice of termination requires CONSULTANT to continue any services being provided at that time under an open purchase order, CONSULTANT will be paid for such services through the date that such services terminate.

(c) If the termination is due to the CONSULTANT's material breach, the CITY reserves all rights and remedies it may have under law due to such breach.

(d) If after notice of termination for the CONSULTANT's material breach it is determined by the CITY or by a court of law that the CONSULTANT had not materially breached this Contract, or that the CITY's notice for termination upon such breach was insufficient, the termination will be conclusively deemed to have been effected for the CITY's convenience. In such event, adjustment in payment to CONSULTANT will be made as provided in Subsection (b) of this Section.

(e) The rights and remedies of CITY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Contract.

Section 11. Suspension of Services. If the notice of breach issued by the CITY pursuant to the preceding Section so directs, CONSULTANT will suspend services immediately upon receipt thereof, other than the work required to remedy the material breach.

If CONSULTANT is providing services under an open purchase order at the time that this Contract expires or terminates for any reason other than CONSULTANT's material breach, CONSULTANT will continue to provide such services unless and until the CITY provides CONSULTANT a notice suspending or terminating such services.

Section 12. Indemnification. CONSULTANT will indemnify and hold harmless the CITY, including the CITY's officers, employees, and agents, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the CONSULTANT's negligent acts or omissions, or reckless or intentionally wrongful conduct in the performance of this Contract. For purposes of this Section, the term, "CONSULTANT," includes CONSULTANT's officers, employees, and agents, including subcontractors and other persons employed or used by CONSULTANT. This indemnification is in no way limited by any insurance provided by CONSULTANT.

Section 13. Insurance. CONSULTANT will provide and maintain at CONSULTANT's own expense, insurance of the kinds of coverage and in the amounts set forth in this Section. All such insurance will be primary and non-contributory with the CITY's own insurance. In the event any request for the performance

of services presents exposures to the CITY not covered by the requirements set forth below, the CITY reserves the right to add insurance requirements that will cover such an exposure.

(a) Coverage and Amounts.

(1) Workers Compensation Insurance as required by Florida Statutes, Chapter 440, Workers' Compensation Insurance, for all employees of CONSULTANT, employed at the site of the service or in any way connected with the work, which is the subject of this service. The insurance required by this provision will comply fully with the Florida Workers' Compensation Law and include Employers' Liability Insurance with limits of not less than \$500,000 per occurrence. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage.

(2) Liability Insurance, including **(i) Commercial General Liability coverage** for operations, independent contractors, products-completed operations, broad form property damage, and personal injury on an "occurrence" basis insuring CONSULTANT and any other interests, including but not limited to any associated or subsidiary companies involved in the work; and **(ii) Automobile Liability Insurance**, which will insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle used by the CONSULTANT in the performance of this Contract.

THE COMMERCIAL GENERAL LIABILITY INSURANCE POLICY WILL NAME THE CITY AS AN ADDITIONAL INSURED. The limit of liability for each policy will be a combined single limit for bodily injury and property damage of no less than \$1,000,000 per occurrence. If insurance is provided with a general aggregate, then the aggregate will be in an amount of no less than \$2,000,000. The Risk Manager for the CITY may authorize lower liability limits for the automobile policy only, at the Risk Manager's sole discretion.

(3) Professional Liability Insurance, insuring CONSULTANT and other interests, including, but not limited to, any associated or subsidiary companies involved in the work, for errors or omissions in the performance of professional services to be rendered pursuant to this Contract. The limit of liability will be no less than \$1,000,000.

Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date no later than the Effective Date and with a two year reporting tail beyond the annual expiration date of the policy.

(b) Proof of Insurance. CONSULTANT will furnish proof of insurance acceptable to the CITY prior to or at the time of execution of this Contract. CONSULTANT will not commence work until all proof of all required insurance has been filed with and approved by the CITY. CONSULTANT will furnish such proof in the form of certificates of insurance which will clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, and the expiration dates. The certificates will also contain the following language as to cancellation:

"In the event of cancellation of this policy by the insurer or any insured, this Company will give not less than 30 days advance written notice to:

Risk Manager
The CITY of Daytona Beach
P.O. Box 2451
Daytona Beach, Florida 32115-2451"

If requested by the CITY, CONSULTANT will furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the CITY.

(c) Cancellation; Replacement Required. CONSULTANT will file replacement certificates 30 days prior to expiration or termination of the required insurance occurring prior to the acceptance of the

work by the CITY. If a required policy is canceled without CONSULTANT's prior knowledge CONSULTANT will immediately notify the CITY immediately upon becoming aware that a required insurance coverage has been canceled for any reason, and promptly replace the canceled policy. The CITY expressly reserves the right or replace the canceled policy at CONSULTANT'S expense if CONSULTANT fails to do so.

(d) Termination of Insurance. CONSULTANT may not cancel the insurance required by this Contract until the work is completed, accepted by the CITY and CONSULTANT has received written notification from the Risk Management Division of the CITY that CONSULTANT may cancel the insurance required by this Contract and the date upon which the insurance may be canceled. The Risk Management Division of the CITY will provide such written notification at the request of CONSULTANT if the request is made no earlier than two weeks before the work is to be completed.

(e) Liabilities Unaffected. CONSULTANT's liabilities under this Contract will survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverages. Similarly, CONSULTANT's liabilities under this Contract will not be limited by the existence of any exclusions or limitations in insurance coverages, or by CONSULTANT'S failure to obtain insurance coverage.

CONSULTANT will not be relieved from responsibility to provide required insurance by any failure of the CITY to demand such coverage, or by CITY's approval of a policy submitted by CONSULTANT that does not meet the requirements of this Contract.

Section 14. Notices. Unless otherwise expressly agreed herein, all notices, requests, and demands to or upon the Parties will be delivered by hand, delivered by a courier service, provided to a nationally recognized delivery service for overnight delivery, transmitted to a receiving fax machine followed by hard copy within two days, or by U.S. mail, postage prepaid by registered or certified mail, return receipt requested, to the addresses set forth herein:

To the CITY:
David Waller, Deputy Public Works Director
Daytona Beach Public Works
950 Bellevue Ave.
Daytona Beach, FL 32114
Fax: 386-671-8620

To CONSULTANT:
Chuck Cunningham, P.E.
Ardaman & Associates, Inc.
8008 S Orange Avenue
Orlando, FL 32809
Fax: 407-859-8121

Either Party may change the name or address for receipt of that Party's notices, by providing the other Party written notice in the manner described above.

Section 15. Personnel. In order to induce the CITY into entering this Contract, CONSULTANT represents that **Chuck Cunningham, P.E., Contract Manager/Vice President** will generally perform or directly supervise the tasks assigned to CONSULTANT herein, and that CONSULTANT will not replace **Chuck Cunningham, P.E., Contract Manager/Vice President** without the CITY's prior written approval. CONSULTANT represents that CONSULTANT has or will secure at CONSULTANT's own expense, all personnel required in performing the services under this Contract. Such personnel will not be employees of or have any contractual relationship with the CITY.

All personnel engaged in the work will be fully qualified and will be authorized under state and local law to perform such services.

The CITY will have the right to approve or reject any subconsultants that CONSULTANT proposes to use for work assigned in a purchase order.

Section 16. CITY's Responsibilities. The CITY agrees to make available for review and use by the CONSULTANT, reports, studies, and data relating to the services required. The CITY will establish a

project manager to meet periodically with the CONSULTANT to facilitate coordination and ensure expeditious review of work product.

Section 17. Limitation on Waivers. Neither the CITY's review, approval, or acceptance of, or payment for, any of the services provided by CONSULTANT, will be construed to operate as a waiver of the CITY's rights under this Contract. CONSULTANT will be and always remain liable to the CITY in accordance with applicable law for any and all damages to the CITY caused by the CONSULTANT's negligent or wrongful provision of any of the services furnished under this Contract.

Failure of the CITY to exercise any right or option arising out of a breach of this Contract will not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach. Furthermore, the failure of the CITY at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth herein will not be construed as a waiver or relinquishment of the CITY's right to insist upon strict performance of the same condition, promise, agreement or understanding at a future time.

Section 18. Dispute Resolution. If a dispute exists concerning this Contract, the Parties agree to use the following procedure prior to pursuing any other judicial remedies.

(a) Negotiations. A Party will request in writing that a meeting be held between representatives of each Party within 14 calendar days of the request or such later date that the Parties may agree to. Each Party will attend and will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization. The purpose of this meeting is to negotiate in the matters constituting the dispute in good faith. The Parties may mutually agree in writing to waive this step and proceed directly to mediation as described below.

(b) Non-Binding Mediation. Mediation is a forum in which an impartial person, the mediator, facilitates communication between parties to promote reconciliation, settlement, or understanding among them. Within 30 days after the procedure described in Subsection (a) proves unsuccessful or the Parties mutually waive the Subsection (a) procedure, the Parties will submit to a non-binding mediation. The mediation, at a minimum, will provide for (i) conducting an on-site investigation, if appropriate, by the mediator for fact gathering purposes, (ii) a meeting of all Parties for the exchange of points of view and (iii) separate meetings between the mediator and each Party to the dispute for the formulation of resolution alternatives. The Parties will select a mediator trained in mediation skills and certified to mediate by the Florida Bar, to assist with resolution of the dispute. The Parties will act in good faith in the selection of the mediator and give consideration to qualified individuals nominated to act as mediator. Nothing in this Contract prevents the Parties from relying on the skills of a person who also is trained in the subject matter of the dispute or a contract interpretation expert. Each Party will attend will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization.

If the Parties fail to reach a resolution of the dispute through mediation, then the Parties are released to pursue any judicial remedies available to them.

Section 19. General Terms and Conditions.

(a) Amendments. Except as otherwise provided herein, no change or modification of this Contract will be valid unless the same is in writing and signed by both Parties.

(b) Assignments and Subcontracting. No assignment or subcontracting will be permitted without the CITY's written approval.

(c) Compliance with Laws and Regulations. In providing all services pursuant to this Contract, CONSULTANT will abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations will constitute a material breach of this Contract

and will entitle the CITY to terminate this Contract immediately upon delivery of written notice of termination to the CONSULTANT.

(d) Truth in Negotiations Certificate. CONSULTANT hereby certifies that the wages and other factual unit costs supporting the compensation herein are accurate, complete, and current at the time of this Contract.

(e) No Third Party Beneficiaries. There are no third party beneficiaries of CONSULTANT'S services under this Contract.

(f) Contingency Fee. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

(g) Nondiscrimination. CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. CONSULTANT will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their sex, race, creed, color, or national origin. Further, CONSULTANT agrees to comply with all local, state and federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical or mental impairment, or age. In particular, CONSULTANT agrees to comply with the provisions of Title 7 of the Civil Rights Act of 1964, as amended, and applicable executive orders including, but not limited to, Executive Order No. 11246.

(h) Principles in Construing Contract. This Contract will be governed by and construed in accordance with the laws of the State of Florida. Captions and paragraph headings used herein are for convenience only, are not a part of this Contract and will not be deemed to limit or alter any provisions hereof or to be relevant in construing this Contract. The use of any gender herein will be deemed to be or include the other genders, and the use of the singular herein will be deemed to be or include the plural (and vice versa), wherever appropriate.

(i) Venue. The exclusive venue for any litigation arising out of this Contract will be Volusia County, Florida if in state court, or the U.S. District Court, Middle District of Florida if in federal court.

(j) Litigation Costs. Except where specifically provided herein, in case of litigation between the Parties concerning this Contract, each party will bear all of its litigation costs, including attorney's fees.

(k) Force Majeure. A force majeure event is an act of God or of the public enemy, riots, civil commotion, war, acts of government or government immobility (whether federal, state, or local) fire, flood, epidemic, quarantine restriction, strike, freight embargo, or unusually severe weather; provided, however, that no event or occurrence will be deemed to be a force majeure event unless the failure to perform is beyond the control and without any fault or negligence of the Party charged with performing or that Party's officers, employees, or agents. Whenever this Contract imposes a deadline for performing upon a Party, the deadline will be extended by one day for each day that a Force Majeure event prevents the Party from performing; provided, however, that the Party charged with performing and claiming delay due to a Force Majeure event will promptly notify the other Party of the Event and will use its best efforts to minimize any resulting delay.

(l) Jury Trial Waived. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS CONTRACT, OR ANY DEALINGS BETWEEN THE PARTIES. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY DISPUTES BETWEEN THE PARTIES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

(m) **Authority to Bind CONSULTANT.** The undersigned representative of CONSULTANT represents and warrants that he or she is fully authorized to bind CONSULTANT to the terms and conditions of this Contract

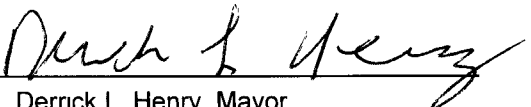
(n) **Incorporation of RFP and Proposal.** The CITY's Request for Proposals 0517-1240 and the CONSULTANT's responsive proposal are incorporated herein by reference as Composite Exhibit C. Composite Exhibit C is not attached but will remain on file in the Office of the City Clerk. In case of conflicts between the RFP and Proposal, the RFP will govern. In case of conflicts between Composite Exhibit C and other provisions of this Contract, including Exhibits A and B, this Contract will govern

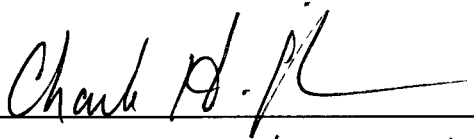
(o) **Integration.** This Contract represents the entire agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by either Party except as expressly set forth herein, or in other contemporaneous written agreements

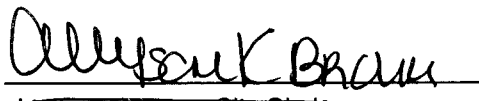
IN WITNESS WHEREOF, the Parties through their undersigned representatives have caused this Contract to be executed in duplicate original

THE CITY

CONSULTANT

By: 
Derrick L. Henry, Mayor

By: 
Printed Name: Charles H. Cunningham, P.E.

Attest: 
~~Letitia LaMagna, City Clerk~~
Allyson K. Brown, Ass'n. City Clerk
Date: 8-23-17

Title: Vice President
Date: 8-1-17

Approved as to legal form:

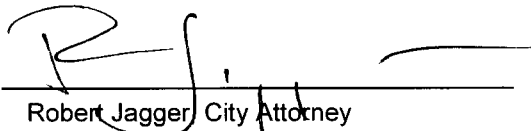
By: 
Robert Jagger, City Attorney

EXHIBIT A: Scope of Services

PROFESSIONAL GEOTECHNICAL AND MATERIALS TESTING CONTINUING SERVICES FOR MUNICIPAL PROJECTS

SCOPE OF WORK

As the need for soils and materials Testing Continuing Services arises, the Consultant will be contacted to discuss the desired project outcome and subsequently provide a scope of work, schedule and a fee proposal for each project assignment. A Work Authorization will be issued by the City upon acceptance of a mutually acceptable scope of services, schedule, and fee proposal.

In general the Consultant shall provide all necessary equipment, testing and analysis, both field and office work, requested to support the engineering/design for and construction of a diversity of municipal infrastructure projects. The Consultant's work will be performed by the key personnel at the office location identified in the proposal and the primary sub-consultants identified. General and specific services shall include but not necessarily be limited to:

- geotechnical surveys and analysis of subsurface materials and conditions to support the engineering/design of projects,
- testing of materials used for the construction of urban infrastructure including but not limited to recreational trails, roadways, bridge structures, buildings, parking areas, landscape planting areas, riverine facilities, and marine facilities
- Preparation of testing and engineering analysis and recommendations reports.
- Providing site contamination assessment services for buildings and soils relative to materials such as asbestos, lead, mold, VOC's, arsenic, tars, etc. and prepare remediation recommendations for the conditions found.

Deliverables will be project specific and will include, but not be limited to:

- Compliance with best management practices for the project work requested, coordination with project specific applicable Local, State and Federal Codes as well as FDOT, Granting Agencies and other jurisdictional agency requirements.
 - The Consultant will coordinate their survey activities with the above listed groups and requirements to ensure adequate opportunity on their behalf to address work issues and provide information that will aid in the engineering/design and construction, and alleviate duplication of effort.
- Final project work documentation as needed to complete the project scope of work responsibilities, prepare required reports and drawings and document field work and data collection locations in the form of mapping, drawings and survey engineering /design support data in a digital format acceptable to the City including 2 hard copy test plots of the collected information using the digital data provided. Engineering analysis and recommendations reports needed to support the engineering/design, document materials testing for fabrication and onsite construction of the project or contamination assessments shall be provided in sets of 3 copies of signed and sealed original documents which will be provided on a CD in applicable format to include .pdf, word, .dwg and .jpg formats.
- Final drawings and all related project correspondence, reports, etc., will be to true scale for the paper size used and saved on CD in 24" x 36".pdf, 11"x17" .pdf format and AutoCADD format and/or other version as determined by the City.

- Final drawing deliverables will include 3 signed and sealed, as necessary, bound map sets on 24" x 36" sheets.
 - All geo-spatial information including plans, surveys, maps, and aerial photography will be provided in AutoCAD or the ESRI Personal Geodatabase format. This data will be referenced by a minimum of three (3) coordinates in the Florida State Plane Coordinate System, East Zone in US Survey Feet. The horizontal datum is NAD83/ (1990) HARN and the vertical datum is NAVD 88 Feet, in accordance with Florida Statutes, Chapter 177.151.
 - AutoCAD files will follow the City's AutoCAD standard presentation format.
 - All text and graphic information will be provided in the City standard MS Office software (MS Word, MS PowerPoint, etc.) and in the Adobe .PDF format, unless otherwise specified. This digital information is also to be provided on CDs or DVDs.
 - The Consultant will provide all as-built support drawings in AutoCAD standard.

CONSULTANT CONTRACT PERFORMANCE EVALUATION: The City will provide the Consultant with an assessment of their overall contract performance and likelihood of contract renewal based upon their demonstrated ability to meet the following criteria in each of their individual project schedules.

- Deliverable dates for each plans completion percentage submittal
- Submittal dates for permits
- Compliance with final submittal date and project design budget

EXHIBIT B

ARDAMAN & ASSOCIATES, INC.
CITY OF DAYTONA BEACH – Continuing Geotechnical Testing Services
FEE SCHEDULE
PROFESSIONAL, TESTING AND SUPPORT SERVICES
(Page 1 of 8)

PROFESSIONAL SERVICES

Principal Engineer	Per Hour	\$210.00
Senior Project Engineer	Per Hour	\$177.00
Project Engineer/Geologist/Scientist	Per Hour	\$149.00
Assistant Project Engineer/Geologist/Scientist	Per Hour	\$ 93.00
Staff Engineer/Geologist/Scientist	Per Hour	\$ 74.00

GENERAL CONSTRUCTION MONITORING AND FIELD/LABORATORY TESTING SERVICES

Project Manager	Per Hour	\$ 69.00
Senior Engineering Technician	Per Hour	\$ 70.00
Engineering Technician	Per Hour	\$ 53.00
Asphalt Inspector	Per Hour	\$ 75.00
Threshold Inspector	Per Hour	\$ 66.00
Certified Welding Inspector	Per Hour	\$ 91.00

DESIGN AND SUPPORT SERVICES

Technical Draftsman	Per Hour	\$ 69.00
Technical Secretary	Per Hour	\$ 53.00

MISCELLANEOUS EXPENSES

Copying	Per Page	\$ 0.10
Color Copying	Per Page	\$ 0.50
Printing/Plotting – Black & White (24"x36", 30"x42")	Per Sheet	\$ 2.50
Printing/Plotting – Color (24"x36", 30"x42")	Per Sheet	\$ 5.00

ARDAMAN & ASSOCIATES, INC.
CITY OF DAYTONA BEACH – Continuing Geotechnical Testing Services
FEE SCHEDULE
SUBSURFACE FIELD EXPLORATION
 (Page 2 of 8)

MOBILIZATION/DEMOBILIZATION

Mobilization and Demobilization		
• Men and Equipment (Minimum \$300.00)	Per Job	Varies
• Portable Barge (Minimum \$6,500.00)	Per Job	Varies

STANDARD DRILLING

All Terrain Vehicle (Mudbug)	Add'l Price Per LF	\$ 1.10
Auger Borings (4-inch)	Per Lineal Foot	\$ 11.40
Wash Borings – Cuttings Only (up to 3 inch)		
• Soil drilling	Per Lineal Foot	\$ 8.20
• Rock drilling	Per Lineal Foot	\$ 13.70
Standard Penetration Test (SPT) Borings (ASTM D-1586) in soil (N-values <50):		
• from surface to 50 feet	Per Lineal Foot	\$ 16.50
• from 50 feet to 100 feet	Per Lineal Foot	\$ 21.00
• from 100 feet to 150 feet	Per Lineal Foot	\$ 27.00
Standard Penetration Test (SPT) Borings in high resistance soil/rock (N-values >50)	Add'l Price Per LF	\$ 3.40
Furnish, Install, and Remove Casing (up to 4-inch):		
• from surface to 50 feet	Per Lineal Foot	\$ 10.15
• from 50 feet to 100 feet	Per Lineal Foot	\$ 12.40
• from 100 feet to 150 feet	Per Lineal Foot	\$ 16.00
Drilling (Time Basis)/2 man-crew	Per Crew-Hour	\$ 212.00
Drilling (Time Basis)/3 man-crew	Per Crew-Hour	\$ 262.00
Rock Coring (N or H size)		
• from surface to 50 feet	Per Lineal Foot	\$ 39.75
• from 50 feet to 100 feet	Per Lineal Foot	\$ 45.75
• from 100 feet to 150 feet	Per Lineal Foot	\$ 51.50

SAMPLING

Additional SPT and Samples		
• from 10 feet to 50 feet	Per Additional Sample	\$ 32.75
• from 50 feet to 100 feet	Per Additional Sample	\$ 41.00
• from 100 feet to 150 feet	Per Additional Sample	\$ 51.50
Undisturbed Samples		
• Shelby Tube	Per Sample	\$ 146.00
• Fixed-Piston Shelby, Osterberg, Pitcher	Per Sample	\$ 178.00

FIELD PERMEABILITY

•Field Permeability Test in Cased Borehole Less than 10' Deep	Per Test	\$ 300.00
•Double Ring Infiltration Test	Per Test	\$ 575.00

SOUNDINGS

Electric Dutch Cone Soundings	Per Lineal Foot	\$ 14.00
Piezococone Soundings	Per Lineal Foot	\$ 15.50
Muck Probing/Clay Sampling	Per Crew-Hour	\$ 224.00
Electric Dutch Cone Soundings (Time Basis)	Per Crew-Hour	\$ 215.00
Piezococone/Piezoprobe Soundings (Time Basis)	Per Crew-Hour	\$ 234.00
Piezococone Dissipation Monitoring	Per Crew-Hour	\$ 232.00
Piezoprobe Dissipation Monitoring	Per Crew-Hour	\$ 232.00

OTHER CHARGES

Difficult Access, Hole Location and Set-Up	Per Crew-Hour	\$ 191.00
Standby Time	Per Crew-Hour	\$ 191.00
Piezometer and Well Installation (plus materials)	Per Crew-Hour	\$ 262.00
Bore Hole Grouting and Sealing	Per Lineal Foot	\$ 4.65
Jon boat Use	Per Day	\$ 200.00
Materials & Supplies	Per Job	At Cost + 12%
Premium for Drilling done with Barge, holiday, weekend, or night work: 1.5 times the normal rate		

ARDAMAN & ASSOCIATES, INC.
CITY OF DAYTONA BEACH – Continuing Geotechnical Testing Services
FEE SCHEDULE
SUBSURFACE FIELD EXPLORATION
 (Page 3 of 8)

GENERAL FIELD EQUIPMENT

Data Logger	Per Day	\$ 415.00
Organic Vapor Analyzer (OVA 128 or Gastech)	Per Day	\$ 160.00
Photo Ionization Detector (Photovac Tip)	Per Day	\$ 174.00
Methane Detector	Per Day	\$ 141.00
Explosimeter	Per Day	\$ 90.00
Generator	Per Day	\$ 150.00
Pressure Washer	Per Day	\$ 150.00
Surveying Equipment	Per Day	\$ 80.00
Centrifugal Development Pump	Per Day	\$ 85.00
Submersible Development Pump	Per Day	\$ 87.00
Peristaltic Purging Pump	Per Day	\$ 66.00
Magnetometer	Per Day	\$ 63.00
Product/Water Interface Probe	Per Day	\$ 87.00
pH/Conductivity Meter	Per Day	\$ 30.00
Turbidity Meter	Per Day	\$ 68.00
Dissolved Oxygen Meter	Per Day	\$ 126.00
Water Level Indicator	Per Day	\$ 27.00
Bailer Usage	Per Day	\$ 30.00
Concrete Saw	Per Day	\$ 160.00

EXPENDABLE SUPPLIES

High Capacity (1 or 0.45 micron) Filter	Each	\$ 32.00
Disposable Teflon Bailer	Each	\$ 30.00
Disposable Polyethylene Bailer	Each	\$ 19.00
Disposable Free Product Bailer	Each	\$ 31.00
Isopropyl Alcohol (decontamination)	Per Gallon	\$ 21.00
Deionized Water (decontamination)	Per Five Gallons	\$ 16.00
16 oz. Soil Jars (soil headspace analysis)	Per Box of 12	\$ 16.00
Tygon Tubing	Per Foot	\$ 3.85
Polyethylene Tubing	Per Foot	\$ 0.70
55-gallon Drum	Each	\$ 95.00
Master Lock	Each	\$ 19.50

GEOPHYSICAL EQUIPMENT

Geonics EM 34-3	Per Day	\$ 295.00
AGI Sting R1 - IP	Per Day	\$ 268.00

SPECIAL DRILLING/SOUNDING

Prices for special drilling (barge drilling; air boat sampling; amphibious drilling; NQ wire line coring; large diameter borings; drilling in corrosive, contaminated or hazardous materials; drilling at great depths; installing large diameter temporary casing; etc.), field vane testing, and other specialized sampling or field tests will be determined per project. Work performed over water will be at 1.5 times the standard unit prices.

INSTRUMENTATION

Prices for installation of monitor wells, inclinometers and settlement devices, and for performance of packer tests will be determined per project.

ARDAMAN & ASSOCIATES, INC.
CITY OF DAYTONA BEACH – Continuing Geotechnical Testing Services
FEE SCHEDULE
LABORATORY SOIL TESTING SERVICES
(Page 4 of 8)

CLASSIFICATION TESTS

Moisture Content (ASTM D-2216)	Each	\$ 14.50
Organic Content		
Loss on Ignition (ASTM D-2974)	Each	\$ 33.50
Wet Combustion (AASHTO T-194)	Each	\$113.00
Unit Weight/Classification of Undisturbed Sample	Each	\$ 66.00
Grain Size Distribution		
Sieve Analysis (ASTM D-421, D-422)	Each	\$ 64.00
Fines Content (ASTM D-1140)	Each	\$ 37.00
Hydrometer Analysis (ASTM D-422)	Each	\$113.00
Atterberg Limits (ASTM D-4318)		
Plasticity Index Less than 150%	Per Set	\$ 114.00
Plasticity Index Greater than 150%	Add'l Per Set	\$ 69.50
Shrinkage Limit (ASTM D-4943)	Each	\$ 89.00
Specific Gravity (ASTM D-854)	Each	\$ 99.50
Marsh Funnel Viscosity (API 13B-1)	Each	\$ 23.00
Slump Cone (ASTM C-143)	Each	\$ 23.00

CONSOLIDATION TESTS

Incremental Consolidation Test (ASTM D-2435)		
Up to Ten Load or Unload Increments	Per Test	\$640.00
More than Ten Load or Unload Increments	Per Add'l Increment	\$ 57.00
Constant Rate of Strain Consolidation Test (ASTM D-4186)	Each	\$655.00

PERMEABILITY TESTS

Permeability Test on Sand (ASTM D-2434)	Each	\$250.00
Permeability Test on Fine Grained Soil (ASTM D-5084)		
Hydraulic Conductivity >10 ⁻⁶ cm/sec	Each	\$320.00
Hydraulic Conductivity <10 ⁻⁶ cm/sec	Each	\$458.00
Permeation with Fluid Other Than Water	Add'l Per Test	\$203.00

STRENGTH TESTS

Strength Index Tests (Torvane, Penetrometer)	Each	\$ 6.25
Vane Shear Test (ASTM D-4648)	Each	\$ 23.80
Unconfined Compression Test (ASTM D-2166)		
Strength Only	Each	\$ 57.50
With Stress-Strain Curve	Each	\$106.00
Triaxial Tests		
Unconsolidated-Undrained (ASTM D-2850)	Each	\$276.00
Unconsolidated-Undrained (with pore pressure response)	Each	\$615.00
Consolidated-Undrained (with pore pressure measurement)	Each	\$615.00
Consolidated-Drained on Sands	Each	\$500.00
Consolidated-Drained on Fine Grained Soils	Each	\$660.00
Use of Fluid Other Than Water	Add'l Per Test	\$203.00
Direct Shear Tests		
Conventional 2.3" Box Shear (ASTM D-3080)	Per Normal Load	\$305.00
2.3" Box Shear With Stress Reversals	Per Normal Load	\$467.00
2.3" Box Shear With Geosynthetics	Per Normal Load	\$320.00
Angle of Repose	Each	\$ 53.75
Split Tensile for Rock Cores (ASTM D-3967)	Each	\$147.00

SAMPLE PREPARATION AND SPECIAL TESTS

Preparation of Laboratory Samples for Testing will be charged at technician man-hour rates. Prices for Special Sample Preparation, for Special Laboratory Tests and for testing contaminated soils or hazardous materials will be determined per project based upon technician man-hours and other considerations.

ARDAMAN & ASSOCIATES, INC.
CITY OF DAYTONA BEACH – Continuing Geotechnical Testing Services
FEE SCHEDULE
LABORATORY CHEMICAL & GEOSYNTHETIC TESTING SERVICES
 (Page 5 of 8)

CHEMICAL TESTS

pH (FM5-550)	Each	\$ 8.10
Specific Conductance (FM3-D 1125)	Each	\$ 9.10
Sulfate (FM5-553)	Each	\$ 44.50
Chloride (FM5-552)	Each	\$ 44.50
Soil pH (FM5-550)	Each	\$ 44.50
Soil Specific Conductance	Each	\$ 44.50
Soil Resistivity (ASTM G-57 or FM5-551)	Each	\$ 49.50
Water Corrosivity Series (FM5-550,552,553, FM3-D 1125)	Each	\$143.00
Soil Corrosivity Series (FM5-550, 551, 552, 553)	Each	\$177.00
Concrete Low Level Chloride (FM5-516)	Each	\$154.00

GEOSYNTHETICS

Geomembrane Thickness (ASTM D-751, D-5199 or D-5994)	Per Sample	\$ 17.00
Geomembrane Density (ASTM D-792)	Per Sample	\$ 33.00
Geomembrane Tensile Strength (ASTM D-638 or D-6693)	Per Set	\$ 82.00
Geomembrane Tear Resistance (ASTM D-1004)	Per Set	\$ 72.00
Geomembrane Seams (ASTM D-4437 or D-6392)		
• 5 Peel and 5 Shear Specimens	Per Set	\$ 48.00
• 10 Peel & 5 Shear Specimens	Per Set	\$ 71.75
Geotextile Grab Tensile Strength (ASTM D-4632)	Per Set	\$ 82.00
Geotextile Trapezoidal Tear (ASTM D-4533)	Per Set	\$ 96.50
Geotextile Mass/Unit Area (ASTM D-3776 or D-5261)	Per Sample	\$ 33.00
Geotextile Thickness (ASTM D-1777 or D-5199)	Per Sample	\$ 17.00
Geotextile Seam Strength (ASTM D-4884)	Per Sample	\$ 62.00
Interface Direct Shear (ASTM D-5321)		
• Geosynthetic to Geosynthetic	Per Normal Stress	\$278.00
• Geosynthetic to Soil	Per Normal Stress	\$385.00

ARDAMAN & ASSOCIATES, INC.
CITY OF DAYTONA BEACH – Continuing Geotechnical Testing Services
FEE SCHEDULE
CONSTRUCTION MATERIALS TESTING AND INSPECTION SERVICES
 (Page 6 of 8)

CONCRETE SAMPLING AND TESTING

Cylinder samples (up to 5 cylinders per set): molding curing, and strength testing (ASTM C-31 and C-39). Include one slump (ASTM C-143) and one temperature determination. Cylinders shall be left in a place provided by the Contractor, covered with plastic caps and attempts made to provide shade thereon. If temperature of the air is critical to first 24 hours (during field curing), equipment to maintain such controls shall be provided by others.

\$127.50/set

Additional cylinders

\$18.35/cylinder

Technician time due to construction delays in excess of 1.0 hours portal to portal on the date cylinders are made
 Technician time transporting cylinders from site to laboratory if no other work is required

Hourly Tech. Rate

Hourly Tech. Rate

Curing and strength testing samples delivered to our laboratory (ASTM C-39)

\$18.90/cylinder

Continuous monitoring of concrete placement and/or extra slump and temperature tests

Hourly Tech. Rate

Additional Slump tests (ASTM C-143)

\$25.50/test

Air entrainment (ASTM C-173)

\$36.75/test

Unit weight and Yield Tests

\$78.75/test

Concrete Plant Monitoring by Technician

Hourly Tech. Rate

Concrete blocks. Strength tests (determined by gross area)

\$125.00/block

Concrete blocks. Absorption and strength tests (net area)

\$241.75/set of 3

Block Prism Assembly

\$320.00/set of 3

Flexural Strength Beams (up to 3 beams) \$50.00 each additional beam

\$294.00/set of 3

Test beams made by others

\$53.50/each

Grout Prisms 3/set (blocks supplied by others)

\$127.50/set of 3

Mortar Cubes

\$127.50/set of 3

Concrete Slab Moisture Vapor Tests (Not Including Technician Time)

Cost +12%

FLOOR FLATNESS/LEVELNESS TESTING

Equipment Use

\$150.00/day

Technician

Hourly Tech. Rate

Summary Report

\$165.00/pour

ARDAMAN & ASSOCIATES, INC.
CITY OF DAYTONA BEACH – Continuing Geotechnical Testing Services
FEE SCHEDULE
CONSTRUCTION MATERIALS TESTING AND INSPECTION SERVICES
 (Page 7 of 8)

SAMPLING AND TESTING OF IN-PLACE CONCRETE/SOIL CEMENT

Coring and testing of cored samples:

Technician time (two-man crew)	Hourly Tech. Rate
Mobilization of coring equipment	\$300.00/trip
Trimming, capping and strength test (ASTM C-42)	\$42.00/core
Depth measurement	\$16.25/core
Shotcrete cores for absorption (ASTM C642)	\$52.50/each
Shotcrete panel pick-up	Hourly Tech. Rate

Non-Destructive Testing of Concrete

Rebar Location, Ultrasonic and Impact Echo Testing (price quoted according to project)	Upon Request
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Swiss Hammer or Windsor Probe Testing:

Mobilization of equipment	\$153.00/trip
Technician	Hourly Tech. Rate
Windsor Probe Loads	Cost +12%

SITE PREPARATION PROCEDURES INSPECTION, SAMPLING AND TESTING SERVICES

Monitoring of the removal of deleterious soils or materials.
 Inspection of placement and compaction of fill material.
 Penetrometer tests. Sampling of natural or fill material.
 Inspection of borrow areas.

Technician	Hourly Tech. Rate
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Density Tests:

In-situ density tests, nuclear or dry sleeve method (minimum of five per trip)	\$28.00/test
Technician, as needed	Hourly Tech. Rate
Sampling of natural or fill material for laboratory testing by Technician	Hourly Tech. Rate

Soil Cement and Full-Depth Reclamation (FDR)

Soil Cement or FDR Mix Design Testing (3 points)	\$1,500.00/each
Additional Mix Design Points	\$90.00/each
Soil Cement/FDR Field Proctor (ASTM D-558) and Compressive Strength Testing (3 pills)	\$178.50/set
Depth Verification of Base Course and/or Stabilized Subgrade	Hourly Tech. Rate

ARDAMAN & ASSOCIATES, INC.
CITY OF DAYTONA BEACH – Continuing Geotechnical Testing Services
FEE SCHEDULE
CONSTRUCTION MATERIALS TESTING AND INSPECTION SERVICES
 (Page 8 of 8)

SOIL AND ROCK LABORATORY TESTING (SAMPLING CHARGE NOT INCLUDED)

Standard (ASTM D-698) or Modified (ASTM D-1557) Proctor (Less than 20% Fines)	\$127.50/each
Standard (ASTM D-698) or Modified (ASTM D-1557) Proctor (Greater than 20% Fines)	\$188.00/each
Standard (ASTM D-698) or Modified (ASTM D-1557) Proctor (Aggregate and Base Material)	\$158.00/each
Moisture content (ASTM D-2216)	\$14.50/each
Organic content	\$33.50/each
Sieve Analysis (ASTM D-421, D-422)	\$64.00/each
Sieve Analysis – Aggregate up to 1-inch (ASTM D-1140)	\$187.00/each
Sieve Analysis – Aggregate greater than 1-inch (ASTM D-1140)	Call for Price
Atterberg limits (ASTM D-423, D-424)	\$114.00/each
Limerock Bearing Ratio	\$375.00/each
Florida Bearing Value (FBV)	\$59.00/each
Percent fines	\$37.00/each
California Bearing Ratio (CBR) (Does not include Proctor)	\$158.00/each
Carbonate content determinations	\$180.00/test
Los Angeles Abrasion (Does not include sample preparation)	\$375.00/each
Soundness – Magnesium (plus material supply charges) (Does not include sample preparation)	\$91.00/sieve size
Specific Gravity of Fine Aggregate	\$96.25/each

ASPHALT: FIELD INSPECTION, SAMPLING & LABORATORY TESTING

Field sampling of Hot Mix Asphalt	Hourly Tech. Rate
Coring of Asphalt:	
Mobilization of Truck mounted Coring Equipment	\$275.00/trip
Obtain Core Samples (2-man crew)	Hourly Tech. Rate
Asphalt Cores (not including mobilization or coring crew)	\$42.00/each
Laboratory Testing:	
Extraction & Gradation Testing (FM 5-563 & FM 1-T 030)	\$225.00/test
Marshall Stability & Flow (FM 5-511)	\$175.00/test
Superpave Volumetrics (Extraction/Gradation and Rice)	\$400.00/test
Asphalt Core Density Tests	\$42.00/test
Certified Asphalt Inspector (Roadway or Plant Inspection)	Hourly Inspector Rate

STRUCTURAL STEEL & WELD INSPECTION

Visual Inspection of Welds and/or Bolt Torque Inspection by Certified Welding Inspector (safe access provided by client or project contractor)	Hourly CWI Rate
Non-Destructive Testing (Ultrasonic, Magnetic Particle, Dye Penetrant or Radiographic)	Upon Request

SPRAYED FIRE-RESISTIVE MATERIAL AND INTUMESCENT PAINT

SFRM Depth Measurement & Sampling	Hourly Tech. Rate
SFRM Adhesion Testing (Pull Test)	Hourly Tech. Rate
SFRM Laboratory Unit Weight Determination	\$64.25/sample
Intumescent Paint Thickness Verification	Hourly Tech. Rate

STATIC PILE LOAD TEST

Price on Request

VIBRATION MONITORING

Vibration Monitor Equipment Charge	\$225.00/day
Technician	Hourly Tech. Rate
Engineer	Hourly Rate

TRAVEL CHARGES:

Charge to be determined by project (most projects are billed portal to portal)	Hourly Tech. Rate
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OVERTIME AND HOLIDAY

Charges will be increased 50% for work performed during weekends, official holidays, and during weekdays on hours exceeding 8.0 hours per day or 40 hours per week.

COMPOSITE EXHIBIT C

Composite Exhibit C is not attached. It will be kept on file in the Office of the City Clerk.