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July 17, 2010

Ms. Becky Kiser  
Ellis & Associates, Inc.  
7064 Davis Creek Road  
Jacksonville, FL 32256

Via Email: [b.kiser@ellisassoc.com](mailto:b.kiser@ellisassoc.com)  
And U.S. Mail

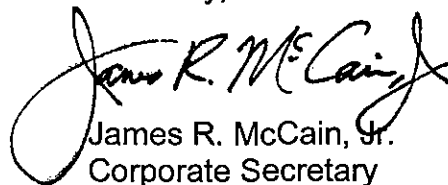
**RE: CONTRACT #3629-19: Engineering Testing Services - Part B; Soil Borings, Underwater Condition Surveys and Related Testing**

Dear Ms. Kiser:

Attached for your files is the original of the Agreement with the City of Jacksonville and Ellis & Associates, Inc.

Please note that the contract has been assigned **City Number 3629-19** and all invoices and/or correspondence pertaining thereto should show reference to that number.

Sincerely,

  
James R. McCain, Jr.  
Corporate Secretary

JRMjr/ildf  
Enclosure  
cc: Accounting  
Procurement (CP-12-11)  
L. West (pdf)

**AGREEMENT**  
BETWEEN  
**THE CITY OF JACKSONVILLE**  
AND  
**ELLIS & ASSOCIATES, INC.**  
FOR  
**ENGINEERING TESTING SERVICES - PART B:**  
**SOIL BORINGS, UNDERWATER CONDITION SURVEYS AND RELATED TESTING**

THIS AGREEMENT, is made and entered into in duplicate this 13 day of July, 2012 (hereinafter the "Effective Date"), by and between the CITY OF JACKSONVILLE (hereinafter the "CITY"), a municipal corporation in Duval County, Florida, and ELLIS & ASSOCIATES, INC. (hereinafter the "CONSULTANT"), a Florida for profit corporation with principal address at 7064 Davis Creek Road, Jacksonville, FL 32256 for Engineering Testing Services - Part B: Soil Borings, Underwater Condition Surveys and Related Testing (hereinafter the "Project").

**RECITALS:**

**WHEREAS**, CITY prepared a Request for Proposals (P-12-11) for the Project and solicited proposals from interested firms; and

**WHEREAS**, CONSULTANT submitted a proposal to CITY and was selected by CITY as the best and most qualified applicant; and

**WHEREAS**, CITY and CONSULTANT have negotiated mutually satisfactory terms for the execution of such services; now therefore

**IN CONSIDERATION** of the premises and of the mutual covenants and agreements hereinafter contained, CITY hereby engages CONSULTANT for Professional Services for the Project in accordance with the following:

## **SECTION 1**

### **1.01 INCORPORATION OF RECITALS**

The above stated recitals are accurate, true and correct and, by this reference, are incorporated herein and made a part hereof.

## **SECTION 2 BASIC SERVICES OF THE CONSULTANT**

### **2.01. STATEMENT OF CONSULTANT SERVICES**

CONSULTANT shall furnish all services, documents, drawings and other matters called for in this Agreement, as well as those contained in the “**Scope of Services**” (hereinafter the “**Services**”), attached hereto as **Exhibit “A”** and, by this reference, made a part hereof. If any services, functions or responsibilities not specifically described in this Agreement and/or the “**Scope of Services**” are necessary for the proper performance and provision of the Services, they shall be deemed to be implied by and included within the “**Scope of Services**” to the same extent and in the same manner as if specifically described in this Agreement. CONSULTANT shall be responsible for providing the equipment, supplies, personnel (including management, employees, and training) and other resources as necessary to provide the Services. CONSULTANT accepts the special relationship established between itself and the CITY by this Agreement. CONSULTANT covenants with CITY that it is an expert in the design of the Project and will cooperate with Program Managers, Construction Managers, CITY representatives and others in fostering the interests of CITY. CONSULTANT shall employ sound business administration and superintendence to complete the Project in a manner consistent with the best interests of CITY.

### **2.02. PERIOD OF SERVICE**

This Agreement shall commence on said Effective Date and shall continue and remain in full force and effect thereafter until JULY 31, 2013, or earlier termination as provided in Section 6.1 hereof. This Agreement may be renewed upon satisfactory performance of CONSULTANT, in the sole discretion

of CITY, for up to two (2) additional one (1) year periods upon provisions, terms and conditions mutually acceptable to the parties.

### **2.03. COMMENCEMENT OF WORK**

2.03.01 CONSULTANT shall not commence work on the Project without a prior written Notice to Proceed issued by CITY.

2.03.02 The giving of a written Notice to Proceed shall be a condition precedent to any liability attaching to CITY, whether under the terms of this Agreement or otherwise. As part of the consideration for the execution of this Agreement, CONSULTANT hereby releases CITY from any claim for damages, whether in contract, tort or otherwise, in the event that no Notice to Proceed is ever issued pursuant to this Agreement.

### **2.04. GENERAL REQUIREMENTS**

CONSULTANT shall serve as CITY's professional representative on the Project and shall consult with CITY during the performance of its services. CONSULTANT warrants that it now has or will secure at its own expense all personnel and facilities required to perform all Services under this Agreement. CONSULTANT shall not have any direct or indirect contractual relationship with any officer or employee of CITY which will conflict with its ability to perform hereunder. All personnel assigned to the work shall be fully qualified and all facilities employed shall be adequate for the work required. CONSULTANT shall prosecute the work under the full-time direction of one or more of its senior officers or a responsible representative who shall be acceptable to CITY. CONSULTANT shall designate in writing to CITY such representative who shall be authorized to act on behalf of CONSULTANT on any matter covered by this Agreement.

2.04.01 All services performed by CONSULTANT shall be executed in cooperation and coordination with CITY through its Project Manager, and in the performance of such services CONSULTANT shall:

2.04.01.01. Maintain close liaison and cooperation with CITY during performance of the work hereunder to obtain agreement and coordination of the various phases of work contained herein.

2.04.01.02. Attend all meetings and conferences as arranged and required by CITY during the progress of the work hereunder to establish Project criteria, to review CITY and State standards, to secure agreement upon the comprehensive and detailed basis of CONSULTANT's Services, and to discuss any other matters relating to the work.

2.04.01.03. Provide CITY with written memoranda to confirm and record the understandings and agreements resulting from meetings and conferences related to the Project.

2.04.01.04. Provide CITY with schedules, including starting dates and contemplated completion dates, for the work hereunder and periodic progress reports. Such schedules and progress reports shall be in such format and detail as CITY may require.

2.04.01.05 Provide progress updates as required by the Project Manager.

2.04.02. In addition to Project delivery requirements otherwise specified, CONSULTANT shall deliver all final drawings to CITY in electronic form using either a standard .dxf or .dwg format and in layers as prescribed by CITY's Project Manager. Further, all survey data and other horizontal control and location shall be referenced to State Plane Coordinates, NAD 83, and all vertical control and elevations shall be referenced to NAVD88.

## **2.05. STUDY (CONCEPTUAL DESIGN) PHASE**

If the Study (Conceptual Design) Phase is included under Section 4 hereof, CONSULTANT shall:

2.05.01. Consult with CITY to determine CITY's requirements for the Project and to establish general design criteria and standards for use on the Project.

2.05.02. Review and study any reports, documents or studies previously prepared by and/or for CITY.

2.05.03. Coordinate services performed by sub-consultants and act as CITY's technical representative in connection therewith.

2.05.04. Interpret and evaluate information obtained from such data and other investigations.

2.05.05. Evaluate information on conditions to be encountered at the site essential for design and construction purposes and investigate all reasonably available information necessary to accurately indicate existing and proposed locations of underground utilities and facilities.

2.05.06. Review the provisions of Part 12, Zoning Code (Landscape and Tree Protection Regulations), and determine possible impacts on the Project. A tree survey is not required during this phase.

2.05.07. Prepare a study/conceptual design and a preliminary cost estimate and submit copies thereof to CITY, as may be required by the Scope of Services.

2.05.08. Assist CITY by preparing for and conducting a Town Meeting at the end of the Study Phase.

**2.06. FINAL DESIGN (CONSTRUCTION DOCUMENTS AND BIDDING) PHASE**

If the Final Design (Construction Documents and Bidding) Phase is included under Section 4 hereof, CONSULTANT shall:

2.06.01. Prepare surveys, including location of trees and other investigations as needed for the design of the Project, and verify as to accuracy, reliability, and margin of error before any

design work commences.

2.06.02. Submit maps or site plans of real property which identify all parcels of land or easements to be acquired along with legal descriptions of each such parcel not later than 60% submittal stage.

2.06.03. Prepare engineering data and required engineering documents in order to make application for all regulatory permits including tree removal and replacement, and actively pursue permits and approvals of such authorities as have jurisdiction over the Project.

2.06.04. Prepare and furnish design and construction documents as required by the Scope of Services attached as exhibits hereto to CITY for review and approval. Any changes, refinements, or modifications which CITY may require after each review shall be completed prior to proceeding further with design and construction documents.

2.06.05. Each submittal shall contain a statement signed by the Engineer that the Engineer has reviewed and agrees with the information submitted from the Engineer's subconsultants.

2.06.06. Advise CITY of any adjustment of the cost estimate for the Project caused by changes in scope, design requirements, construction costs or other matters, and furnish a revised cost estimate for the Project based on such.

2.06.07. Upon approval by CITY of 90% of the construction documents, prepare for incorporation into the Contract Documents final construction drawings and plans (hereinafter the "Drawings") to show work to be performed by contractors on the Project, and technical provisions (hereinafter the "Specifications"). Final drawings as required by the Scope of Services, with budget cost estimates and supporting documents, shall be prepared by CONSULTANT and submitted to CITY for its approval. A proposed complete draft of

Specifications, as required by the Scope of Services, shall be prepared by CONSULTANT and submitted to CITY for its approval. All unit priced bid quantities submitted shall be signed and sealed for accuracy.

2.06.08. After approval of all Drawings and Specifications by CITY, CONSULTANT shall produce, assemble and deliver to CITY, Drawings and Specifications as required by the Scope of Services, together with three (3) copies of CONSULTANT's cost estimate and the original documents if contract administration is not to be performed by CONSULTANT.

2.06.09. Assist the CITY concerning interpretation of the intent of the Contract Documents during the bidding/negotiation period.

2.06.10. Evaluate all bids submitted, including, without limitation, compliance with Specifications, cost, and ability of the bidder to perform the work, and other factors.

2.06.11. Recommend to CITY the lowest responsible bidder.

2.06.12. At CITY's option and, at no additional cost to CITY, modify the Drawings and Specifications so as to reduce the cost of the Project to not more than an amount approved by CITY if the lowest responsible bid for the project exceeds CONSULTANT's latest cost estimate as approved by CITY. All such modifications shall be subject to the approval of CITY. Following such approval, CONSULTANT shall assist CITY in rebidding the Project at no additional cost to CITY.

2.07. CONTRACT ADMINISTRATION PHASE If the Contract Administration Phase is included under Section 4 hereof, CONSULTANT shall:

2.07.01. Represent CITY as its Contract Administrator, including, without limitation, interpretation of Drawings and Specifications and the issuing of instructions to the contractor performing construction work.



2.07.02. Make periodic visits to the Project site (not less than four hours every week unless specified otherwise) while actual construction is in progress at intervals appropriate to the various stages of construction as CONSULTANT, as an experienced and qualified design professional, deems necessary in order to observe and determine if the work is proceeding in substantial accordance with the Contract Documents. On the basis of such on site visits, CONSULTANT shall endeavor to protect CITY against defects and deficiencies in the work and shall, within one week following each visit, submit a written report to CITY detailing CONSULTANT's observations and advising of any work observed that fails to conform to the Contract Documents or which appears to be deficient, defective, or otherwise not in accordance with good engineering or construction practices. CONSULTANT shall take reasonable steps necessary to require that the contractor corrects such work at the contractor's expense.

2.07.03. Check all shop drawings, diagrams, illustrations, brochures, catalog data, schedules and samples, the results of tests and inspections, and other data which the contractor is required to submit for the purpose of verifying acceptability in accordance with the requirements and information given in the Contract Documents, and assemble maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection as required in construction contracts related to the Project.

2.07.04. Based on CONSULTANT's on site observations as an experienced and qualified professional, and on its review of the contractor's applications for payment and supporting data, recommend to CITY approval or disapproval of the contractor's applications for payment.

2.07.05. Make an inspection to determine if the Project is substantially complete, and a final inspection to determine if the Project has been fully completed in substantial accordance with the Contract Documents and whether CONSULTANT has fulfilled all of its obligations

thereunder so that CONSULTANT may recommend approval in writing of final payment to the contractor.

2.07.06. Receive, review and approve Record drawings prepared by the contractor for compliance with the requirements of the Contract Documents.

2.07.07. Take all steps necessary for the finalization of Record drawings within the one-month period following the date of final acceptance of the Project by CITY. Such period includes the time required by the contractor to prepare, check and submit its Record construction data and deliver same to CONSULTANT to review, approve and forward Record as-built drawings to CITY. Should said as-built drawings not be approved by CITY, CONSULTANT shall take whatever steps are necessary to correct the as-built drawings and resubmit them to CITY until such are approved.

2.07.08. Participate in and conduct a warranty inspection eleven (11) months after the Project has been completed.

**2.08. RESIDENT PROJECT REPRESENTATION**

If Resident Project Representation is included under Section 4 hereof, CONSULTANT shall furnish not less than one Resident Project Representative on the Project site at all times that construction work is in progress to observe and inspect the work in order to further protect CITY from defects and deficiencies in such work, and to better determine that the work is proceeding in accordance with the Contract Documents.

**2.09. TECHNICAL SUPPORT SERVICES DURING CONSTRUCTION**

If Technical Support Services During Construction is included under Section 4 hereof, CONSULTANT shall:

2.09.01. Review shop drawings, diagrams, illustrations, brochures, catalog data, schedules, and samples, the results of tests and inspections, and other data which the contractor is required to submit for the purpose of verifying acceptability in accordance with the requirements given in the Contract Documents.

2.09.02. Make periodic visits to the Project site during construction as requested by the Project Manager. Provide written reports when requested. Participate in Substantial Completion, Final Completion, and Eleven (11) Month Warranty Inspections when requested.

2.09.03. Provide technical assistance to CITY when requested.

### **SECTION 3 CITY'S RESPONSIBILITIES**

CITY shall:

**3.01.** Advise as to its requirements for the work.

**3.02.** Assist CONSULTANT by placing at its disposal all available information pertinent to the site of the work which CITY may have.

**3.03.** Make reasonable efforts to obtain access on both public and private land as necessary for CONSULTANT to perform its work under this agreement.

**3.04.** Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by CONSULTANT and render written decisions pertaining thereto within a reasonable time so as not to delay the work of CONSULTANT. CITY's review of any documents prepared by CONSULTANT shall be solely for the purpose of determining whether such documents are generally consistent with CITY's construction program and intent. No review of such documents shall relieve CONSULTANT of its ultimate responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

3.05. Advertise for proposals from bidders, open the proposals at the appointed time and place and pay for all costs incident thereto.

3.06. Provide such legal, accounting and insurance counseling services as may be required for the work, and such auditing services as CITY may require for its own benefit.

3.07. Designate in writing a person to act as CITY's Project Manager with respect to the work to be performed under this Agreement who shall have complete authority to transmit instructions, receive information, and interpret and define CITY's policies and decisions with respect to the work covered by this Agreement.

3.08. Assist CONSULTANT in securing approval of all governmental authorities having jurisdiction over the Project and such approvals and consents from such other individuals or bodies as may be necessary for completion of the work.

3.09. Furnish or direct CONSULTANT to provide at CITY's expense any necessary additional services in connection with the work that may be required by CITY, provided that any such direction shall be given by CITY to CONSULTANT in writing and shall provide a maximum indebtedness for such services.

#### **SECTION 4 PAYMENT FOR SERVICES OF CONSULTANT**

4.01. The City shall pay CONSULTANT for the Services specified in Section 1 of this Agreement, and described in said "Scope of Services", the rates, as detailed in the "Contract Fee Schedule", attached hereto as Exhibit "B" and, by this reference, made a part hereof and incorporated herein.

4.02. Payment shall be made by individual purchase order with a not-to-exceed cost applicable thereto and specifically stated thereon.

4.03. CONSULTANT shall submit invoices for payment or reimbursement under this subsection on an “as incurred” basis. The cost of Services provided by CONSULTANT shall be paid at the rates (including direct labor, indirect costs and profit) shown in said “**Contract Fee Schedule**”. The cost of services provided to CONSULTANT by others shall be reimbursed at the invoiced amount without markup by CONSULTANT. Travel expenses, if provided for as a reimbursable expense in said “**Contract Fee Schedule**”, shall be reimbursed only to the extent provided by Chapter 106, Part 7, *Ordinance Code*. Travel expenses not specifically covered by said chapter shall be reimbursed only to the extent provided by the uniform policies and practices of the CITY.

4.04. CONSULTANT shall submit such invoices in writing not more often than monthly in such form and containing such documentation as reasonably required by CITY's Project Manager in order to establish charges and to enable compensation therefor by CITY as soon as practicable upon receipt, review and approval of each such invoice. Each such invoice shall include the amount of payment requested, the amount previously paid, the total contract value, the percent completed since the last invoice, the total percent completed to date, and any other such information as may be reasonable and necessary to secure the written approval of the invoice by CITY's Project Manager. Each invoice shall contain a statement that it is made subject to the provisions and penalty of Section 837.06, Florida Statutes.

4.05. Each and every payment by CITY to CONSULTANT shall be expressly subject to the submittal of written invoices as provided in Sections 3.03 and 3.04.

**4.06.** The maximum indebtedness of CITY for all Services to be performed pursuant to this Agreement shall not exceed the sum of **TWO HUNDRED-FIFTY THOUSAND AND 00/100 USD (\$250,000.00)**; *provided however*, this Agreement shall require no encumbrance of funds at this time. Such encumbrance of funds shall be made by the aforementioned individual purchase orders. All funding availability and other fiscal checking will be made at the time of issuing said individual purchase orders.

**SECTION 5  
ADDITIONAL SERVICES OF CONSULTANT**

**5.01. AUTHORIZED ADDITIONAL SERVICES.** If authorized in writing by CITY, CONSULTANT shall furnish or obtain from others additional services of the following types which shall be paid for by CITY, provided that such services are clearly consistent with the original Request for Proposals and that such services are provided for by written amendment to this Agreement.

5.01.01. Prepare documents for alternate bids requested by CITY.

5.01.02. Provide additional or extended services during construction made necessary by work damaged during construction, defective or neglected work of the construction contractor, and acceleration of the work schedule involving services beyond normal working hours.

5.01.03. Prepare to serve and serve as an expert witness for CITY in any trial, hearing or other judicial or quasi-judicial or administrative proceeding at customary, reasonable and usual rates to be established prior to serving as an expert witness.

5.01.04. Subsequent to completion of final design, revise previously approved Drawings and/or Specifications, or any portions thereof, that CITY desires changed to accommodate changed conditions.

5.01.05. Provide additional services in connection with the Project, including services normally furnished by CITY and services not otherwise provided for in this Agreement.

## **SECTION 6 GENERAL CONDITIONS**

### **6.01. TERMINATION AND SUSPENSION**

6.01.01. This Agreement shall continue and remain in full force and effect as to all of its terms, conditions, and provisions as set forth herein until and unless CITY shall give written notice to CONSULTANT of its desire to terminate this Agreement, with or without cause, on a specified time and date thereafter. Such written notice to terminate this Agreement shall be given no less than thirty (30) days prior to the date this Agreement shall be so terminated, with twenty-four hour notice in the event that funds become unavailable to CITY for any reason whatsoever. In the event of any such termination, CONSULTANT shall be paid by CITY for all services actually, timely and faithfully rendered up to receipt of the notice of termination, and thereafter until the date of termination, CONSULTANT shall be paid only for such services as are specifically authorized in writing by the CITY.

6.01.02. This Agreement, or any portion hereof, may be suspended from time to time for various periods of time in the event that any work proposed hereunder is delayed, postponed or otherwise adversely affected, permanently or temporarily, by action of CITY. In the event of any such suspension, CONSULTANT shall be paid for all services actually, timely and faithfully

rendered up to the date of suspension, and for all services so rendered after cessation of the suspension and resumption of the services.

6.01.03. If CITY fails to issue a written Notice to Proceed to CONSULTANT within six (6) calendar months from the Effective Date, or if CITY suspends work under this Agreement for a period of at least six (6) calendar months once work has commenced, CONSULTANT shall have the right, at its option, to terminate this Agreement by giving written notice thereof to CITY. Such written notice shall be given no less than thirty (30) days prior to the date this Agreement shall be so terminated by CONSULTANT. The giving of such written notice to terminate by CONSULTANT shall eliminate all further rights and obligations of the parties hereunder other than CONSULTANT's obligations under Sub-Sections 6.4, 6.5, 6.7, 6.8, 6.9 and 6.12.

## **6.02. OWNERSHIP OF DOCUMENTS**

CONSULTANT shall deliver to CITY for approval and acceptance, and before being eligible for final payment of any amounts due, all drawings, maps and plats, printed on 20 lb. vellum or mylar; the originals of specifications, the approved as-built drawings if CONSULTANT has performed contract administration, true copies of all computations, survey notes and diaries, and copies of memoranda and pertinent correspondence pertaining to the work, including a copy of all computer disks containing any of the aforementioned data. CONSULTANT shall provide a copy of all CADD work on computer disks in the Autocad drawing format or the transfer DFX format. CADD work shall conform to the current CADD standards of the Engineering Division. All such documents shall become the property of the CITY. CONSULTANT shall not be liable for any re-use of such documents for other than the specific purpose intended without CONSULTANT's written verification or adaptation thereof.



**6.03. ESTIMATES**

Since CONSULTANT has no control over the cost of labor, materials or equipment, or over contractor's methods of determining prices, or over competitive bidding or market conditions, the estimates of construction costs provided for herein are to be made on the basis of CONSULTANT's experience and represent its judgment as a design professional familiar with the construction industry. CONSULTANT does not guarantee that bids will not vary from its cost estimates and has no liability other than as set forth in Section 2.6.12 of this Agreement in the event that bids do so vary.

**6.04. INDEMNIFICATION**

6.04.01. CONSULTANT shall indemnify and hold harmless CITY, its officers, employees, successors and assigns and will reimburse CITY, its officers, employees, successors and assigns from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONSULTANT and other persons employed or utilized by CONSULTANT in the performance of this Agreement.

6.04.02. All indemnification provisions contained in this Section 6.04 of this Agreement are separate and apart from, and are in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This section 6.04 relating to Indemnification shall survive the term of this Agreement and any holdover and/or Agreement extensions thereto, whether such term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Agreement.

**6.05. INSURANCE**

6.05.01 Without limiting its liability under this Agreement, the CONSULTANT shall procure and maintain during the life of this Agreement insurance of the types and in the minimum amounts stated below:

<u>Schedule</u>	<u>Limits</u>
<b>Workers' Compensation</b> Employer's Liability (including appropriate federal acts)	Florida Statutory Coverage \$100,000 Each Accident \$500,000 Disease Policy Limit \$100,000 Each Employee/Disease
<b>Commercial General Liability</b> Premises-Operations Products-Completed Operation Contractual Liability Independent Contractors	\$1,000,000 Per Occurrence \$2,000,000 Aggregate

(The City of Jacksonville shall be named as an additional insured under all of the above Commercial General Liability coverage.)

**Auto Liability** \$1,000,000 Combined Single Limit  
All autos-owned, hired or used

**Professional Liability** \$1,000,000

(Professional Liability Coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date equal to at least the first date of this Agreement and with a three year reporting tail beyond the annual expiration date of the policy.)

**Valuable Papers** \$100,000

**Watercraft P&I** \$1,000,000.00 Combined Single Limit  
(if watercraft is used during work)

6.05.02. Depending upon the nature of any aspect of the Project and its accompanying exposures and liabilities, CITY may, at its sole option, require additional insurance coverages in amounts responsive to those liabilities which may or may not require that the City also be named as an additional insured.

6.05.03. Said insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes. Such insurance shall be endorsed to provide for a waiver of

underwriter's rights of subrogation in favor of the CITY. Such insurance shall be written by an insurer with an A. M. Best Rating of A- VII or better. Prior to commencing any work on the Project, CONSULTANT shall furnish to CITY Certificates of Insurance approved by the CITY's Risk Manager evidencing the maintenance of said insurance. The insurance policies shall be endorsed to provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until thirty (30) days after receipt of written notice by the CITY. Anything to the contrary notwithstanding, the liabilities of the CONSULTANT under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverages. Neither approval of, nor failure to disapprove, insurance furnished by the CONSULTANT shall relieve the CONSULTANT or its subconsultants of the responsibility to provide insurance as required under this Agreement.

**6.06. SUCCESSORS AND ASSIGNS**

CITY and CONSULTANT each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants and provisions of this Agreement, and any assignment or transfer by CONSULTANT of its interests in this Agreement without the written consent of CITY shall be void. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of CITY, nor shall it be construed as giving any right or benefit hereunder to anyone other than CITY or CONSULTANT.

**6.07. NON-DISCRIMINATION PROVISIONS**

6.07.01. CONSULTANT warrants that it has adopted and shall maintain a policy of non-discrimination against an employee or applicant for employment on account of race, religion, sex, color, national origin, age or handicap, which policy applies to all areas of employee relations throughout the term of this Agreement.

6.07.02. On written request, CONSULTANT shall permit access to its records of employment, employment advertisements, application forms, and other pertinent data and records by the Executive Director of the Community Relations Commission of CITY for the purpose of investigation to ascertain compliance with the non-discrimination provisions of this Agreement. CONSULTANT shall not be required to produce for inspection any records covering periods of time more than one (1) year prior to the date of this Agreement.

6.07.03. CONSULTANT agrees that if any of the obligations of this Agreement are to be performed by a subcontractor, then the provisions of the above two paragraphs shall be incorporated into and become a part of the subcontract.

**6.08. PROMPT PAYMENT TO SUBCONSULTANTS, ETC.**

6.08.01. Generally. When CONSULTANT receives payment from CITY for labor, services, or materials furnished by subcontractors and suppliers hired by CONSULTANT, CONSULTANT shall remit payment due (less proper retainage) to those subconsultants, subcontractors and suppliers within fifteen (15) calendar days after CONSULTANT's receipt of payment from CITY. Nothing herein shall prohibit CONSULTANT from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subconsultants, subcontractors and suppliers. In the event of such a dispute, CONSULTANT may withhold the disputed portion of any such payment only after CONSULTANT has provided notice to CITY and to the subcontractor or supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to CITY, the subcontractor or supplier within ten (10) calendar days after CONSULTANT's receipt of payment

from CITY. CONSULTANT shall pay all undisputed amounts due within the time limits imposed by this section.

6.08.02. Jacksonville Small Emerging Business (“JSEB”) and Minority Business Enterprise (“MBE”) Participation. Notwithstanding Chapter 126, Part 6, *Ordinance Code*, CONSULTANT shall pay all contracts awarded with certified JSEB’s and certified MBE’s, as defined therein, their pro-rata share of their earned portion of any progress payments made by CITY under this Agreement within seven (7) business days after CONSULTANT’s receipt of payment from CITY (less proper retainage). The pro-rata share shall be based on all work completed, materials and equipment furnished or services performed by the certified JSEB or certified MBE at the time of payment. As a condition precedent to progress and final payments to CONSULTANT, CONSULTANT shall provide to CITY, with its requisition for payment, documentation that sufficiently demonstrates that CONSULTANT has made proper payments to its certified JSEB’s or certified MBE’s from all prior payments that CONSULTANT has received from CITY. CONSULTANT shall not unreasonably withhold payments to certified JSEB’s or certified MBE’s if such payments have been made to CONSULTANT. If CONSULTANT withholds payment to its certified JSEB’s or certified MBE’s, which payment has been made by CITY to CONSULTANT, CONSULTANT shall return said payment to CITY. CONSULTANT shall provide notice to CITY and to the certified JSEB or certified MBE whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to CITY and to the certified JSEB or certified MBE within five (5) calendar days after CONSULTANT’s receipt of payment from CITY. CONSULTANT shall pay all undisputed amounts due within the time limits imposed by this section. The failure to pay undisputed amounts to the certified JSEB or certified MBE within seven (7) business days after CONSULTANT receives payment from the CITY shall be a breach of contract, compensable by 1% of the outstanding invoice being withheld by CITY, not as a penalty, but as liquidated damages for additional and extra contract administration by CITY. Continued failure to adhere to this section may be cause for termination of the Agreement.

6.08.03. The Prompt Payment requirements hereunder shall in no way create any contractual relationship or obligation between the CITY and any subconsultant, subcontractor, JSEB, MBE or any third-

party or create any CITY liability for the CONSULTANT's failure to make timely payments hereunder. However, CONSULTANT's failure to comply with these Prompt Payment requirements shall constitute a material breach of the CONSULTANT's contractual obligations to the CITY. As a result of said breach, the CITY, without waiving any other available remedy it may have against the CONSULTANT, may (i) issue joint checks, and (ii) charge the CONSULTANT a 0.2% daily late payment interest charge or other charges specified in Chapter 126, *Ordinance Code*, for JSEB's and MBE's and in Chapter 218, Florida Statutes, for non-JSEB's or MBE's, whichever is greater.

**6.09. RETENTION OF RECORDS**

CONSULTANT and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred in the work and shall make such materials available at all reasonable times during the period of this Agreement and for three (3) years from the date of final payment under this Agreement for inspection, copying, and/or audit by CITY.

**6.10. COMPLIANCE WITH STATE AND OTHER LAWS**

In the provision of the Services, CONSULTANT must comply with any and all applicable federal, state and local laws, rules, regulations and ordinances, as the same exist and may be amended from time to time. Such laws, rules, regulations and ordinances shall include, but are not limited to, Chapter 119, Florida Statutes, (the Florida Public Records Law) and Section 286.011, Florida Statutes, (the Florida Sunshine Law). Such laws, rules, regulations and ordinances must also include, but are not limited to, obtaining and maintaining all licenses and certifications that are required to perform the Services contemplated in this Agreement in the City of Jacksonville, State of Florida. If any of the obligations of this Agreement are to be performed by a subcontractor, the provisions of this section shall be incorporated into and become a part of the subcontract.

**6.11. SETTLEMENT OF CLAIMS**

In any case where CONSULTANT deems that extra compensation is due it for services or materials not clearly covered in this Agreement, or not ordered in writing by CITY as an additional service, CONSULTANT shall notify CITY in writing before it begins the work on which it bases the claim. CONSULTANT shall not commence such work without prior written authorization from CITY. If such

authorization is not previously given, or the claim is not separately and strictly accounted for, CONSULTANT hereby agrees to waive the claim for such extra compensation. However, such notice or accounting shall not in any way be construed as proving the validity of the claim. Any dispute not otherwise settled shall be resolved by Executive Order 98-01.

**6.12. ACCURACY OF WORK**

6.12.01. CONSULTANT shall be responsible for the performance of its work in accordance with industry standards, including work by any subcontractors, and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of CONSULTANT or subcontractors without additional compensation. Acceptance of the work by CITY shall not relieve CONSULTANT of the responsibility for subsequent corrections of any such errors and the clarification of any ambiguities.

6.12.02. At any time during the construction of the Project provided for by the Contract Documents or during any phase of work performed by others based on data furnished by CONSULTANT under this Agreement, CONSULTANT shall confer with CITY for the purpose of interpreting the information furnished and/or to correct any errors and/or omissions made by CONSULTANT. CONSULTANT shall prepare all drawings or data to correct its errors and/or omissions without added compensation, even though final payment may have already been received therefor.

6.12.03. CONSULTANT shall be and shall remain liable, in accordance with applicable law, for all damages to CITY caused by CONSULTANT's breach of contract or its negligent performance of any of the Services. CONSULTANT shall not be responsible for any time delays in the Project caused by circumstances beyond CONSULTANT's control.

**6.13. PUBLIC UTILITIES AND PERMITTING AUTHORITIES**

Where privately, publicly or cooperatively owned utility companies will require re-arrangements in connection with the proposed construction, and when certain permits will be required for construction, CONSULTANT shall make the necessary contacts and confer with the owners of such utilities regarding the requisite revisions in their facilities, apprising CITY of the results of all such contacts. CONSULTANT shall make no commitments with utilities or permitting authorities which are binding upon CITY. CITY shall conduct

all negotiations with public utilities and authorities. However, CONSULTANT shall participate in such negotiations at the request of CITY.

**6.14. PROHIBITION AGAINST CONTINGENT FEES**

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 Agreement, 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 Agreement. For the breach or violation of these provisions, CITY shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

**6.15. TRUTH IN NEGOTIATION CERTIFICATE**

CONSULTANT understands and agrees that execution of this Agreement by CONSULTANT shall be deemed to be simultaneous execution of a truth-in-negotiation certificate under this provision to the same extent as if such certificate had been executed apart from this Agreement, such certificate being required by Section 287.055, Florida Statutes. Pursuant to such certificate, CONSULTANT hereby states that the wage rates and other factual unit costs supporting the compensation hereunder are accurate, complete and current at the time of contracting. Further, CONSULTANT agrees that the compensation hereunder shall be adjusted to exclude any significant sums where CITY determines the contract price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one (1) year following the completion date of this Agreement.

**6.16. INDEPENDENT CONTRACTOR**

In the performance of this Agreement, CONSULTANT shall be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer or associate of CITY. CONSULTANT shall be solely responsible for the means, methods, techniques, sequences and procedures utilized in the full performance of this Agreement.



**6.17. CONSULTANT DEFINED**

As used herein, the term "CONSULTANT" shall include, but not be limited to Ellis & Associates, Inc., its officers, employees, subcontractors, and other persons, firms, partnerships, corporations or other entities working for or on behalf of CONSULTANT, and shall include the words "Engineer" or other term as appropriate.

**6.18. CONSTRUCTION**

Both parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement. Therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared this Agreement. The rule sometimes referred to as "*Fortius Contra Proferentem*" shall not be applied to the interpretation of this Agreement.

**6.19. ORDER OF PRECEDENCE**

In the event of any conflict between the provisions of this Agreement and those of the exhibits attached hereto or amendments, the priority shall be, in decreasing order of precedence: 1) fully executed amendments, 2) the provisions of this Agreement, and 3) exhibits.

**6.20. AMENDMENTS**

This Agreement may be amended only by written instrument specifically referring to this Agreement and executed with the same formalities as this Agreement.

**6.21. ETHICS PROVISION FOR PROFESSIONAL SERVICES**

By virtue of CONSULTANT's authorized representative affixing her/his signature to this Agreement, CONSULTANT represents that it has reviewed the provisions of the Jacksonville Ethics Code contained in Chapter 602, *Ordinance Code*, and the provisions of the Jacksonville Purchasing Code contained in Chapter 126, *Ordinance Code*.

**6.22. COOPERATION WITH COUNSEL FOR THE CITY**

CONSULTANT acknowledges that CITY is represented by the Office of General Counsel. During the term of this Agreement, it may be necessary to attend meetings or participate in telephone calls or discussions with counsel for CITY for issues related to the Project. CONSULTANT may also have its counsel at such meetings, and it is agreed by the parties that neither side will claim that a conflict exists or that counsel may not represent its client on the basis of any such meeting, duty or conference.

**6.23. SEVERABILITY**

Should any provision of this Agreement be deemed to be unenforceable or not legal by a court of competent jurisdiction, the remaining provisions of the Agreement shall remain in full force and effect.

**6.24. ENTIRE AGREEMENT**

This Agreement represents the entire agreement by and between the parties with respect to the Project. No representation, understanding, statement, agreement, course of conduct or course of action by the parties or by their representatives that is not in this Agreement shall be binding. This Agreement may be amended only by written instrument, signed by the authorized representatives of the parties.

**6.25. COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of such counterparts together shall constitute one and the same instrument.

**6.26. GOVERNING LAW AND VENUE**

This Agreement shall be governed and interpreted exclusively under the laws of the State of Florida. Venue for litigation under this Agreement shall be in courts of competent jurisdiction located in Jacksonville, Duval County, Florida.

**6.27. NON WAIVER**

Failure by either party to insist upon strict performance of any of the provisions hereof, either party's failure or delay in exercising any rights or remedies provided herein, CITY's payment for the Services or any part or combination thereof, or any purported oral modification or rescission of this Agreement by an

employee or agent of either party, shall not release either party from its obligations under this Agreement, shall not be deemed a waiver of any rights of either party to insist upon strict performance hereof or of either party's rights or remedies under this Agreement or by law, and shall not operate as a waiver of any of the provisions hereof.

**[Remainder of this page is intentionally left blank. Signature page follows immediately.]**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year

first above written.

ATTEST:

By *James R. McCain, Jr.*  
James R. McCain, Jr.  
Corporation Secretary



CITY OF JACKSONVILLE

By *Alvin Brown*  
Alvin Brown, Mayor

Karen Bowling  
Deputy Chief Administrative Officer  
For: Mayor Alvin Brown  
Under Authority of:  
Executive Order No. 2011-06

ATTEST:

By *Becky Kiser*  
Signature  
Becky Kiser  
Type/Print Name  
Executive Assistant  
Title

ELLIS & ASSOCIATES, INC.

By *M. Lithman*  
Signature  
Michael L. Lithman, P.E., F.F.E.S.  
Type / Print Name  
Executive Vice President  
Title

[Encumbrance & funding information, form approval and Director of Finance certification for the City's internal use are on the following page].

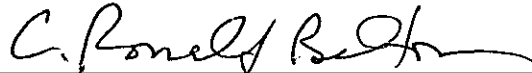
**Encumbrance and funding information for internal City use:**

**Account.....Various subsequently issued purchase orders**

**Amount.....\$250,000.00**

**This above stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by one (1) or more subsequently issued Purchase Order(s) that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such Purchase Order(s) are issued.**

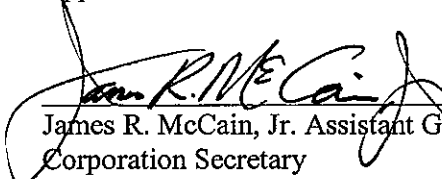
In accordance with Section 24.103(e), of the *Ordinance Code* of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; *provided however*, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrance[s] shall be made by subsequent purchase order[s], as specified in said Contract.



Director of Finance  
City Contract # 3629-19



Approved as to form:

  
James R. McCain, Jr. Assistant General Counsel  
Corporation Secretary  
Office of General Counsel

**EXHIBIT "A"**  
**SCOPE OF SERVICES**  
**P-12-11**

• **DESCRIPTION:**

Services provided under this contract are for a Consultant to provide engineering testing services which may be needed by the City from time to time on various design or construction projects, but not those projects contained in the Better Jacksonville Plan. A detailed scope of services and fee, therefore, will be negotiated on each project which may include, but not be limited to, the following:

**A. SOIL BORINGS, UNDERWATER CONDITION SURVEYS AND RELATED TESTS:**

1. Soil borings, underwater condition surveys and related tests shall be done by a full-time engineering testing laboratory under the supervision of a Florida-registered professional in the engineering industry.
2. Soil borings items are as follows:
  - a. Mobilization of personnel and equipment to and from job site.
  - b. Providing all-terrain vehicle when conditions require.
  - c. Soil test boring according to ASTM D-1586.
  - d. Auger borings, 4 inches or larger, according to the ASTM D-1452.
  - e. Wash boring.
  - f. Soil boring, undisturbed samples obtained according to ASTM D-1587.
  - g. Rock coring.
  - h. Stabilize soft soils by setting casing (removable).
3. Underwater Condition Survey Items are as follows:
  - a. Mobilization of personnel and equipment to and from job site.
  - b. Providing watercraft when conditions require.

- c. Perform observation of existing piers, docks, bulkheads and other waterfront or infrastructure related elements for signs of structural distress and corrosion.
  - d. Document locations and descriptions of structural distress and/or corroded areas.
  - e. Providing narrated videotape describing distress and/or corroded areas.
  - f. Providing general evaluation of the data obtained and repair recommendations concerning distress items previously noted.
4. Related Soils Tests Items are as follows:
- a. Natural moisture content according to ASTM D-2216.
  - b. Unit weight and moisture content of undisturbed sample.
  - c. Void ratio.
  - d. Liquid limit and plastic limit according to ASTM D-423 and D-424, respectively.
  - e. Shrinkage limit.
  - f. Specific gravity according to ASTM D-1140.
  - g. Grain size:
    - aa. Dry sample.
    - bb. Wash No. 200, according to ASTM D-1140.
    - cc. Hydrometer analysis, including specific gravity, according to ASTM D-422.
  - h. Determine consolidation properties according to ASTM D-2435.
    - aa. Loading to equal overburden pressure, and unloading in seven-load increments.
    - bb. Remold sample for test.
    - cc. Test with back pressure.
    - dd. Swell test of undisturbed sample.
  - i. Determine shear strength:
    - aa. Unconfined compression test.
      - Undisturbed soil sample, compressive strength only.
      - Remold sample for test.
      - Rock core.

- bb. Tri-axial shear test, 1.4 inches or 2.8 inches diameter specimens, three circles.
  - Unconsolidated undrained test of undisturbed sample according to ASTM D-2580.
  - Consolidated undrained test of undisturbed sample.
  - Consolidated drained test.
  - Remold sample for test.
  - Test with back pressure saturation.
  
- j. Engineering and Technical Services for site inspection, project coordination, project discussions, sample examination evaluation and report preparation.
  
- k. Provide equipment and staff for monitoring soil consolidation methods, such as surcharge, for investigating performance of materials, and for investigating existing soil conditions or performing soils-related investigations or evaluations, as may be requested from time to time by the Engineering Division.



**EXHIBIT "B"**

**SCHEDULE OF PROPOSED RATES  
FOR ENGINEERING TESTING SERVICES  
P-12-11**

**PERSONNEL COST (DIRECT LABOR RATES)**

Principal, Branch Manager or Senior Officer. ....	\$70.00	per hour
Chief Engineer (Registered) .....	\$56.87	per hour
Senior Engineer (Registered). ....	\$43.33	per hour
Staff Engineer (Registered). ....	\$35.65	per hour
Staff Engineer (non-Registered). ....	\$25.85	per hour
Laboratory Technician. ....	\$15.50	per hour
Field Technician, Soils/Concrete. ....	\$16.75	per hour
Metals Technician. ....	\$21.27	per hour
Field Asphalt Technician. ....	\$17.80	per hour
Plant Asphalt Technician. ....	\$21.63	per hour
Draftsperson/CAD Operator. ....	\$23.18	per hour
Clerical. ....	\$18.03	per hour
Total Overhead Rate (% of Direct Labor) .....	220.00	%
Profit Rate (On Direct Labor plus Overhead) (Not more than 10%). ....	10.00	%

**EXHIBIT "B"**

**SCHEDULE OF PROPOSED RATES  
FOR ENGINEERING TESTING SERVICES  
P-12-11**

**SOIL BORINGS, UNDERWATER CONDITION SURVEYS AND RELATED TEST**

(The following rates shall include all costs including materials, equipment, labor, overhead and profit).

	PRICE	UNIT
1. Mobilization and transportation of Drilling Equipment and Personnel		
a. Out of Street Right-of-Way. . . . . <sup>ATV</sup> . . . . .	<u>\$450.00</u>	EA
b. In Street Right-of-Way. . . . .	<u>\$350.00</u>	EA
2. Rental of Track Vehicle, If Required by Site Conditions . . . . .	<u>\$2,000.00</u>	DAY
3. Soil Test Borings - On Land (ASTM D-1586)		
a. 0 to 30-Foot Depth Range . . . . .	<u>\$10.25</u>	LF
b. 30 to 50-Foot Depth Range. . . . .	<u>\$10.75</u>	LF
c. 50 to 100-Foot Depth Range. . . . .	<u>\$11.50</u>	LF
d. 100 to 150-Foot Depth Range. . . . .	<u>\$14.00</u>	LF
4. Auger Borings. . . . .	<u>\$7.50</u>	LF
5. Wash Borings - On Land		
a. 0 to 100-Foot Depth Range. . . . .	<u>\$5.00</u>	LF
6. Undisturbed Samples of Soft Soils Obtained in Connection With Soil Test Borings (ASTM D-1586) at Depths Less Than 50 Feet. . . . .	<u>\$90.00</u>	LF

**EXHIBIT "B"**

**SCHEDULE OF PROPOSED RATES  
FOR ENGINEERING TESTING SERVICES  
P-12-11**

**SOIL BORINGS, UNDERWATER CONDITION SURVEYS AND RELATED TEST  
(CONTINUED)**

	PRICE	UNIT
7. Rock Coring (NX Size or Smaller) - On Land		
a. 0 to 100-Foot Depth Range. ....	\$21.50	LF
8. Setting Casing to be Recovered When Required to Stabilize Hole When Drilling Through Soft Soils or Rock Formations - On Land (Less Than 100-Foot Depth Range)		
a. Three (3)-inch (NW) or Smaller. ....	\$5.00	LF
b. Four (4)-inch (HW). ....	\$7.00	LF
9. Difficult Moving or Land Set-up In Excess of 1/2 Hour Per Boring, For Reasons Other Than Inclement Weather or Mechanical Break-down, Difficult Drilling Through Rubble Fill, Special Sampling or Testing. Stand-by At Client's Request. ....	\$120.00	HOUR
10. Grouting of Boreholes. ....	\$6.00	LF
11. Mobilization and Transportation of Underwater Diving Equipment and Personnel. ....	\$165.00	EA
12. Rental of Watercraft, If Required by Site Conditions. .... (Including surface-supplied diving gear)	\$830.00	DAY
13. Underwater Diver. ....	\$81.00	HOUR
14. Underwater Diver's Helper. ....	\$74.00	HOUR
15. Underwater Videos. ....	\$410.00	EA

**EXHIBIT "B"**

**SCHEDULE OF PROPOSED RATES  
FOR ENGINEERING TESTING SERVICES  
P-12-11**

**SOIL BORINGS, UNDERWATER CONDITION SURVEYS AND RELATED TEST  
(CONTINUED)**

	PRICE	UNIT
16. Classification		
a. Natural Moisture Content, ASTM D-2216. ....	<u>\$8.00</u>	EA
b. Unit Weight, Moisture Content and Void Ratio Performed in Conjunction With Undisturbed Sample. ....	<u>\$50.00</u>	EA
c. Liquid and Plastic Limit, ASTM D-423 and D-424. ....	<u>\$75.00</u>	SAMPLE
d. Determination of Shrinkage Limit. ....	<u>\$75.00</u>	SAMPLE
e. Determination of Specific Gravity, ASTM D-854. ....	<u>\$50.00</u>	SAMPLE
f. Determination of Grain Size		
1. Dry Sample. ....	<u>\$50.00</u>	TEST
2. Wash No. 200 Sieve, ASTM D-1140. ....	<u>\$40.00</u>	EA
3. Hydrometer Analysis. ....	<u>\$75.00</u>	EA
17. Consolidation - ASTM D-2435		
a. Consolidation Test of Undisturbed Sample; Includes Loading to Overburden Pressure, Unloading and Seven Increments. ....	<u>\$425.00</u>	TEST
b. To Remold Sample For Test, Add. ....	<u>\$60.00</u>	TEST
c. For Each Additional Increment, Add. ....	<u>\$50.00</u>	EA
d. Swell Test of Undisturbed Sample. ....	<u>\$75.00</u>	TEST

EXHIBIT "B"

SCHEDULE OF PROPOSED RATES  
FOR ENGINEERING TESTING SERVICES  
P-12-11

SOIL BORINGS, UNDERWATER CONDITION SURVEYS AND RELATED TEST  
(CONTINUED)

	PRICE	UNIT
18. Shear Strength		
a. Unconfined Compression Test		
1. Undisturbed Soil Sample, Compressive Strength Test Only. ....	\$60.00	TEST
2. To Remold Sample For Test, Add. ....	\$50.00	EA
3. Rock Core. ....	\$60.00	TEST
b. Triaxial Shear Test - Three Circles		
1. Unconsolidated-Undrained Test of Undisturbed Sample. .... (3 Samples minimum)	\$150.00	SAMPLE
2. Consolidated-Undrained Test of Undisturbed Sample. .... (3 Samples minimum)	\$300.00	SAMPLE
3. Consolidated-Drained Test of Undisturbed Sample. .... (3 Samples minimum)	\$165.00	SAMPLE
4. To Remold Sample. ....	\$50.00	EA
5. Test With Back Pressure Saturation. ....	\$55.00	TEST
6. Pore Pressure Readings. ....	\$25.00	EA
19. List all information relative to overtime rates, weekend/holiday services and any premium charge for services performed outside normal working hours.		

An overtime multiplier of 1.25 applies to all hourly rates for work performed before 7 A.M. and after 5 P.M.

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