

**CONTINUING SERVICES AGREEMENT**

**General Civil Engineering**

**THIS CONTINUING SERVICES AGREEMENT** ("Agreement") is made and entered into this 30<sup>th</sup> day of MARCH 2023, by and between the **City of Cocoa**, a Florida municipal corporation ("City"), located at 65 Stone Street, Cocoa, Florida 32922, and **Mead & Hunt, Inc.**, a foreign corporation authorized to do business in Florida ("Engineer"), whose address is 2440 Deming Way, Middleton, WI 53562-1562.

**WITNESSETH:**

**WHEREAS**, City desires to obtain engineering, design, and permitting services from time to time on an as-needed, task oriented basis; and

**WHEREAS**, the City has followed the selection and negotiation process set forth in the Florida's Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes; and

**WHEREAS**, Engineer participated in the selection and negotiation process; and

**WHEREAS**, Engineer is willing to provide such utility engineering services to the City under the terms and conditions stated herein.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

**1.0 TERM AND DEFINITIONS**

**1.1** Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the third (3rd) anniversary of the Effective Date. The Parties shall have the option to extend the term for two (2) additional one (1) year terms. Any such extension shall only be by written amendment to this Agreement executed by both parties hereto.

**1.2** The terms and conditions of any Task Order, as described in Section 2.0 hereof, shall be as set forth in such Task Order. Any Task in effect at the termination of this Agreement shall remain in effect until completion of said Task Order, and all of the terms and conditions of this Agreement shall survive until completion of all Task Orders.

**1.3 Definitions.** The following words and phrases used in this Agreement shall have the following meaning ascribed to them unless the context clearly indicates otherwise:

**a.** "Agreement" or "Contract" shall be used interchangeably and shall refer to this Continuing Services Agreement, as may be amended from time to time, which shall constitute

authorization for the Engineer to provide the engineering services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

b. "Effective Date" shall be the date on which the last signatory hereto shall execute this Agreement, and it shall be the date on which this Agreement shall go into effect. The Agreement shall not go into effect until said date.

c. "Engineer" shall mean Mead & Hunt, Inc., a foreign corporation, and its principals, employees, resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in Chapter 119, Florida Statutes.

e. "Reimbursable Expenses" shall mean the actual expenses incurred by Engineer or Engineer's independent professional associates and consultants which are directly related to travel and subsistence at the rates, and under the requirements of, Section 112.061, Florida Statutes, or any other actual and direct expenses the City agrees to reimburse by Task Order.

f. "Work" or "Services" shall be used interchangeably and shall include the performance of the work agreed to by the parties in a Task Order.

g. "Task Order" shall mean a written document approved by the parties pursuant to the procedure outlined in Section 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in Section 3.0 herein, which sets forth the Work to be performed by Engineer under this Agreement, and shall include, without the necessity of a cross-reference, the terms and conditions of this Agreement.

**1.4 Engagement.** The City hereby engages the Engineer and Engineer agrees to perform the Services outlined in this agreement for the stated fee arrangement. No prior or present representations shall be binding upon any of the parties hereto unless incorporated in this Agreement.

## **2.0 DESCRIPTION OF SERVICES**

**2.1** The City shall make request of Engineer to perform engineering services on a "task" basis. The City will communicate with Engineer, verbally or in writing, a general description of the task to be performed. If a site visit by the Engineer is needed to generate a Scope of Work document, the Engineer shall request approval prior to visiting the site. The Engineer will generate a detailed Scope of Work document, prepare a Schedule, add a Not-to-Exceed-Budget or Lump Sum Fee to accomplish the task with a detailed cost breakdown based on the hourly rate schedule attached hereto as **Exhibit "A"**, and send the thus developed "Task Proposal" to the City. The detailed cost breakdown of the lump sum fee or not-to-exceed budget shall consist of a list of major sub-tasks and a man-hour breakdown for all work to be performed. The cost breakdown shall include all sub-consultant work and the Task Proposal shall include the written price proposals from all sub-

consultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. The City reserves the right, at its discretion, to consider the Task Proposal as part of a formal or informal competitive bid process before approving or disapproving any Task Proposal. The City will review the Task Proposal, along with any other task proposals submitted to the City by other contractors, and if the description cost and other details of the Task Proposal are deemed by the City to be in the City's best interests, the parties will enter into a written "Task Order". The Scope of Services generally to be provided by the Engineer through a Task Order may include any engineering services for any City project and may contain written terms and conditions which are deemed supplemental to this Agreement.

The City will issue a notice to proceed to the Engineer in the form of a letter and an executed City purchase order. Upon receipt of the signed Task Order and the written notice to proceed from the City, the Engineer shall perform the services set forth in the Task Order.

**2.2** The City reserves the right, at its discretion, to perform any services related to this Agreement or to retain the services of other engineering companies to provide professional engineering services. Further, the City does not guarantee that any Work will be assigned to Engineer under this Agreement. The City reserves the right to assign or contract for professional services with any party at its sole discretion. No provision of this Agreement shall be construed to require the City to assign any Work or task to Engineer under this Agreement.

**2.3** The Engineer may be asked to perform any general civil engineering services. The Services shall include those identified in RFQ Q-23-01-COC, which is incorporated herein by this reference.

**2.4** The maximum hourly rates and certain direct charges or unit prices, as applicable, that can be charged under this Agreement by Engineer, unless otherwise agreed by the City in writing, are set forth in **Exhibit "A"** and fully incorporated herein by this reference.

**2.5** No task in which the Engineer is to provide professional services to the City for a project with an estimated construction cost exceeding the threshold in section 287.055, Florida Statutes, shall be the subject of a Task Order under this Agreement.

### **3.0 CHANGES IN THE SCOPE OF WORK**

**3.1** City may make changes in the Services at any time by giving written notice to Engineer. If such changes increase (additional services) or decrease or eliminate any amount of Work, City and Engineer will negotiate any change in total cost or schedule modifications. If the City and the Engineer approve any change, the Task Order will be modified in writing to reflect the changes; and Engineer shall be compensated for said services in accordance with the terms of Section 5.0 herein. All change orders shall be authorized in writing by City's and Engineer's designated representative.

3.2 All of City's said Task Orders and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

#### 4.0 SCHEDULE

4.1 Engineer shall perform services in conformance with the mutually agreed schedule set forth in the negotiated Task Order. Engineer shall complete all of said services in a timely manner and will keep City apprised of the status of work on at least a monthly basis or as otherwise reasonably requested by the City. Should Engineer fall behind the agreed upon schedule, it shall employ such resources so as to comply with the agreed-upon schedule.

4.2 No extension for completion of services shall be granted to Engineer without City's prior written consent, except as provided in Sections 3.1 and 19.1 herein.

4.3 Any cost caused by defective or ill-timed services shall be borne by the party responsible therefore.

#### 5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

5.1 **General Services.** For basic and additional Services performed by Engineer's principals, employees, and resident project representatives (and assistants) pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Engineer an amount equal to that agreed upon by the parties for a particular Task Order. However, payment terms must be consistent with the terms and conditions in this Agreement. To the extent that the payment terms in any Task Order conflict with the payment terms set forth in this Agreement, the conflicting provisions of this Agreement shall prevail.

5.2 **Additional Services Performed by Professional Associates and Consultants.** For additional Services and Reimbursable Expenses of independent professional associates and consultants employed by Engineer to render additional Services pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Engineer an amount equal to that billed Engineer by the independent professional associates and consultants. Prior to payment by the City, the Engineer shall submit to the City a copy of any written invoice received by Engineer from all independent professional associates and consultants which clearly evidences the amount billed by the independent professional associates and consultants for additional Services and any Reimbursable Expenses.

5.3 **Witness Services.** For witness or expert services rendered by Engineer's principals, employees, resident project representatives (and assistants), and independent professional associates and consultants on behalf of the City in any litigation, arbitration, or other legal or interested administrative proceeding in which the City is a named interested party, City agrees to pay the Engineer or independent professional associate or consultant, which is used as a witness or expert, an amount equal to that agreed upon by the party for a particular Task Order.

**5.4 Florida Prompt Payment Act.** Payment shall be due and payable as provided by the Florida Prompt Payment Act, Section 218.70 et. seq., Florida Statutes.

**5.5 Miscellaneous.** Under no circumstances shall actual or direct costs under this Agreement include costs associated with inefficiency, offsite or home office overhead, loss of productivity, consequential damages, legal or consulting costs, or costs associated with delays caused in whole or in part by the Engineer.

City and Engineer are not liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages (“damages”).

**5.6 Errors and Deficiencies.** Engineer shall not invoice the City or seek any compensation from the City to correct or revise any errors or deficiencies in Engineer’s services provided under this Agreement.

**5.7 Payment Offsets.** To the extent that Engineer owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Engineer for any money owed to the City by Engineer.

**5.8 Payment not Waiver.** The City’s payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement and Engineer shall remain liable to the City in accordance with applicable law for all damages to the City caused by Engineer’s performance of any services provided under this Agreement.

**5.9 Delay Remedy.** The risk of any monetary damages caused by any delays in performing the Services under this Agreement and any Task Order are accepted and assumed entirely by the Engineer, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. Engineer shall not make any claim nor seek any damages of any kind against the City for any delays, impacts, disruption or interruption caused by any delay. Engineer’s remedy for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement or specific Task Order.

**5.10 Acceptance of Payment.** Acceptance of final payment by the Engineer for a specific Task Order shall constitute a release of all claims for payment which the Engineer may have against the City for that Task Order unless such claims are specifically reserved in writing and transmitted to the City by the Engineer prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the City may have against the Engineer or to any remedies the City may pursue with respect to such claims.

**5.11 Payment Adjustments.** It is agreed that payment by the City of any billing will not constitute agreement as to the appropriateness of any item and that at the time of any final audit, all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the Engineer, the Engineer agrees to refund such overpayment to the City within ninety (90) days of notice of any such overpayment. Such refund shall not constitute a waiver by the Engineer for any claims relating to the validity of a finding by the City of overpayment.

**5.12 Partial Payments.** Payment made to the Engineer shall not constitute acceptance of the work or any portion thereof which is not in accordance with this Agreement. The City retains the right to pay only that percentage of the total contract amount that equals the same percentage that work completed bears to the total amount of work required to be performed under this Agreement. If the City objects to all or any portion of any invoice, it shall notify the Engineer of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

#### **6.0 RIGHT TO INSPECTION**

**6.1** City or its affiliates shall at all times have the right to review or observe the Services performed by Engineer.

**6.2** No inspection, review, or observation shall relieve Engineer of its responsibility under this Agreement.

#### **7.0 PROGRESS MEETING**

**7.1** City's designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of any Task Order entered into under this Agreement. Engineer's Project Manager and all other appropriate personnel shall attend such meetings as designated by City's Project Manager.

#### **8.0 SAFETY**

**8.1** Engineer shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, resident project representatives (and assistants) while performing Services provided hereunder.

#### **9.0 REASONABLE ACCESS**

**9.1** During the term of this Agreement, City shall grant Engineer reasonable access to the City's premises, records, and files for purposes of fulfilling its obligations under this Agreement.

#### **10.0 INSURANCE**

**10.1 Liability Amounts.** During the term of this Agreement, Engineer shall be responsible for providing the types of insurance and limits of liability as set forth below.

**a. Professional Liability.** Proof of professional liability insurance shall be provided to the City for the minimum amount of \$3,000,000.00 per occurrence or claim and in the aggregate with a deductible not greater than \$500,000. For professional liability insurance written on a "claims-made" basis, the Engineer shall maintain and provide evidence to the City of "tail" coverage that extends coverage for an additional five years following completion of all Work rendered under this Agreement and Task Orders.

**b. General Liability.** The Engineer shall maintain comprehensive general liability insurance in the minimum amount of \$1,000,000.00 as the combined single limit for each occurrence, with a deductible no greater than \$10,000.00, unless a higher deductible is pre-approved by the City Manager, to protect the Engineer from claims of property damages and personal injury which may arise from any Services performed under this Agreement, whether such Services are performed by the Engineer or by anyone directly employed by or contracting with the Engineer.

**c. Automobile Liability.** The Engineer shall maintain comprehensive automobile liability insurance in the minimum amount of \$1,000,000.00 per occurrence combined single limit for bodily injury, including wrongful death, and property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Engineer or by anyone directly or indirectly employed by the Engineer.

**d. Worker's Compensation.** The Engineer shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing Work for the City pursuant to this Agreement.

**10.2 Special Requirements.** Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. **The City shall be an additional named insured on stipulated insurance policies included in article 10.1.b and 10.1.c herein, as its interest may appear, from time to time.**

**10.3** The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Engineer by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the

Engineer shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City may bill the Engineer. The Engineer shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. The Engineer shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. Further copies of all relevant policies will be provided to the City within thirty (30) days of the effective date of this agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Engineer in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Engineer in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Engineer shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

**10.4 Independent Associates and Consultants.** All independent associates and consultants employed by Engineer to perform any Services hereunder shall fully comply with the insurance provisions contained in this paragraph.

#### **11.0 COMPLIANCE WITH LAWS AND REGULATIONS**

**11.1** Engineer shall comply with all requirements of applicable federal, state, and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of Services under this Agreement.

#### **12.0 REPRESENTATIONS**

**12.1** Engineer represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound engineering practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered by professional engineers or consultants performing the same or similar services in the same or similar locality at the same time. Engineer shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Engineer's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Engineer shall



provide City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to review, for the performance of consultants (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Engineer's designated representative shall have the authority to act on Engineer's behalf with respect to the Services. In addition, Engineer's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Engineer shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Engineer's professional judgment with respect to the Services. The Engineer shall review laws, codes, and regulations applicable to Engineer's Services. The Engineer's services and design shall comply with all applicable requirements imposed by all public authorities at the time the Services are rendered. The Engineer represents and warrants that it is familiar with, and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by Engineer for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to Section 2.2 herein, Engineer shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Engineer represents that it will carefully examine the scope of services required by the City in and Task Order, that it will investigate the essential requirements of the services required by the Task Order, and that it will have sufficient personnel, equipment, and material at its disposal to complete the services set forth in the Task Order in a good professional and workmanlike manner in conformance with the requirements of this Agreement.

**12.2** Engineer represents that all principals, employees, and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.

### **13.0 GUARANTEE AGAINST INFRINGEMENT**

**13.1** Engineer represents that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this Agreement, Engineer shall indemnify, hold harmless, the City, its officers, directors, employees, agents assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual infringement of any patent, copyright, or trademark resulting from the use of any goods, Services, or other item provided under this Agreement. Notwithstanding the foregoing, Engineer may elect to provide non-infringing services.

### **14.0 DOCUMENTS**

**14.1 Public Records.** Pursuant to Section 119.0701, Florida Statutes and other applicable public records laws, Engineer agrees that any records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission, of Engineer related, directly or indirectly, to the services provided to the City under this Agreement and made or received pursuant to law or ordinance or in connection with the transaction of official business by the City, may be deemed to be a public record, whether in the possession or control of the City or the Engineer. Said records, documents, transactions, writings, papers, letters, computerized information and programs, maps, books, audio or video tapes, films, photographs, data processing software, writings or other material(s), regardless of the physical form, characteristics, or means of transmission of Engineer are subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City's designated custodian of public records.

IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE CITY CLERK, AT (321) 433-8484, cshealy@cocoafll.org, City Clerk's Office, 65 Stone Street, Cocoa, FL 32922.

Engineer is required to and agrees to comply with public records laws. Engineer shall keep and maintain all public records required by the City to perform the services as agreed to herein. Engineer shall provide the City, upon request from the City Clerk, copies of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law. Engineer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term. Upon completion of the Agreement, Engineer shall transfer to the City, at no cost, all public records in possession of the Engineer, provided the transfer is requested in writing by the City Clerk. Upon such transfer, Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. However, if the City Clerk does not request that the public records be transferred, the Engineer shall continue to keep and maintain the public records upon completion of the Agreement and shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City. Should the City not possess public records relating to this Agreement which are requested to be inspected or copied by the City or any other person, the City shall immediately notify Engineer of the request and the Engineer shall then provide such records to the City or allow the records to be inspected or copied within a reasonable time. If the Engineer does not comply with a public records request, the City may enforce this Section to the extent permitted by law. Engineer acknowledges that if the Engineer does not provide the public records to the City within a reasonable time, the Engineer may be subject to penalties under Section 119.10, Florida Statutes. The Engineer acknowledges that if a civil action is filed against the Engineer to compel production of public records relating to this Agreement, the court

may assess and award against Engineer the reasonable costs of enforcement, including reasonable attorney fees. All public records in connection with this Agreement shall, at any and all reasonable times during the normal business hours of the Engineer, be open and freely exhibited to the City for the purpose of examination, audit, or otherwise. Failure by Engineer to grant such public access and comply with public records laws and/or requests shall be grounds for immediate unilateral cancellation of this Agreement by the City upon delivery of a written notice of cancellation. If the Engineer fails to comply with this Section, and the City must enforce this Section, or the City suffers a third party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to Engineer's failure to comply with this Section, the City shall collect from Engineer prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Section against Engineer. And, if applicable, the City shall also be entitled to reimbursement of all attorneys' fees and damages which the City had to pay a third party because of the Engineer's failure to comply with this Section. The terms and conditions set forth in this Section shall survive the termination of this Agreement.

**a. Reuse of Documents.** All documents, including but not limited to, drawings, specifications, and data, or programs stored electronically or otherwise, prepared by the Engineer and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the City and may be reused by the City for any reason or purpose at anytime. However, the City agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by the Engineer, or its independent contractors and associates if necessary, to specific purposes intended will be at the City's sole risk and without liability or legal exposure to the Engineer.

**b. Ownership of Documents.** The City and the Engineer agree that upon payment of fees due to the Engineer by the City for a particular design, report, inventory list, compilation, drawing, specification, model, recommendation, schedule or otherwise, said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Engineer in the performance of this Agreement, or any Work hereunder, shall be the sole property of the City, and the City is vested with all rights therein. The Engineer waives all rights of copyright in said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Engineer in the performance of this Agreement, and hereby assigns and conveys the same to the City whether in the possession or control of the Engineer or not.

**c. Preexisting Ownership Rights to Documents.** Notwithstanding any provisions to the contrary contained in this Agreement, Engineer shall retain sole ownership to its preexisting information not produced and paid for by the City under this Agreement including, but not limited to computer programs, software, standard details, figures, templates and specifications.

## **15.0 ASSIGNMENT**

**15.1** Engineer shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City. Any subcontractors employed by Engineer for any Work required under this Agreement shall require prior written approval from the City, unless previously approved in the Task Order. Any attempt to assign or subcontract the responsibilities and payments under this Agreement without the express prior written consent of the City shall be grounds for termination of the Agreement.

**15.2** If, upon receiving written approval from City, any part of this Agreement is subcontracted by Engineer, Engineer shall be fully responsible to City for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

**15.3** If City determines that any subcontractor is not performing in accordance with this Agreement, City shall so notify Engineer, which shall take immediate steps to remedy the situation.

**15.4** If any part of this Agreement is subcontracted by Engineer, prior to the commencement of any Work by the subcontractor, Engineer shall require the subcontractor to provide City and its affiliates with insurance coverage as set forth by the City.

#### **16.0 INDEPENDENT CONTRACTOR**

**16.1** At all times during the term of this Agreement, Engineer and any approved subcontractors shall be considered an independent contractor and not an employee of the City.

#### **17.0 DEFAULT BY ENGINEER AND CITY'S REMEDIES**

**17.1** In addition to the City's right to terminate this Agreement for convenience under Section 18.0 of this Agreement, the City also reserves the right to revoke and terminate this Agreement for a default and to rescind all rights and privileges associated with this Agreement, without penalty, based on a default including, but not limited to, any of the following circumstances, each of which shall represent a default and breach of this Agreement:

**a.** Engineer defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Engineer shall have such time as is reasonably necessary to remedy the default, provided the Engineer promptly takes and diligently pursues such actions as are necessary therefor; or

**b.** Engineer is adjudicated bankrupt or makes any assignment for the benefit of creditors or Engineer becomes insolvent, or is unable or unwilling to pay its debts; or

- c. Engineer has acted grossly negligent, as defined by general and applicable law, in performing the Services hereunder; or
- d. Engineer has committed any act of fraud upon the City; or
- e. Engineer has made a material misrepresentation of fact to the City while performing its obligations under this Agreement; or
- f. Engineer has assigned this Agreement or any Task Order without the City's prior written consent.

**17.2** Notwithstanding the aforementioned, in the event of a default by Engineer, the City shall have the right to exercise any other remedy the City may have by operation of law, without limitation, and without any further demand or notice.

**17.3** In the event of such termination upon default and breach of this Agreement, any completed services performed by the Engineer under this Agreement shall, at the option of the City, become the City's property and the Engineer shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Engineer, however, shall not be relieved of liability to the City for direct damages sustained by the City by reason of substantial breach of the Agreement, and the City may withhold any payments to the Engineer for the purpose of setoff until such time as the amount of damages due to the City from the Engineer can be determined.

## **18.0 TERMINATION**

**18.1** Notwithstanding any other provision of this Agreement, City may, upon written notice to Engineer, terminate this Agreement, without penalty, if: (a) Engineer is in default pursuant to Section 17.0, Default; (b) the Engineer makes a general assignment for the benefit of its credits; (c) Engineer fails to comply with any condition or provision of this Agreement; or (d) Engineer is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement, without prejudice to any other right or remedy City may have under this Agreement.

**18.2** In addition, either party may terminate for convenience without penalty at any time upon fifteen (15) days advance written notice.

**18.3** In the event of termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

## **19.0 FORCE MAJEURE**

**19.1** Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes (with the exception of Engineer's labor force); extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; or order by any regulatory agency, provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for 60 days, either party may terminate this Agreement.

**20.0 GOVERNING LAW & VENUE**

**20.1** This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be Orlando, Florida.

**21.0 HEADINGS**

**21.1** Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

**22.0 SEVERABILITY**

**22.1** In the event any portion or part of thereof this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts of this Agreement shall otherwise be fully enforceable.

**23.0 WAIVER AND ELECTION OF REMEDIES**

**23.1** Waiver by either party of any term, condition or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.

**23.2** No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

**24.0 THIRD PARTY RIGHTS**

**24.1** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Engineer.

**25.0 PROHIBITION AGAINST CONTINGENT FEES**

**25.1** Engineer represents that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, 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 the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the 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.

**26.0 ENTIRE AGREEMENT**

**26.1** This Agreement, including any Task Orders and Schedules, Attachments, Appendix's and Exhibits attached hereto, constitute the entire agreement between City and Engineer with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

**27.0 NO JOINT VENTURE**

**27.1** Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

**28.0 ATTORNEY'S FEES**

**28.1** Should any litigation arise concerning this Agreement between the parties, the parties agree to bear their own costs and attorney's fees, whether at settlement, trial or on appeal.

**29.0 COUNTERPARTS**

**29.1** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be considered an original agreement; but such counterparts shall together constitute but one and the same instrument.

**30.0 DRAFTING**

**30.1** City and Engineer each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

**31.0 NOTICE**

**31.1** Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid to:

For Engineer:

Mead & Hunt, Inc.

Attention:

4401 Eastport Park Way

Port Orange, FL 32127

386-761-6810 (Phone)

386-761-3977 (Fax)

For City:

City of Cocoa

Attention: City Manager

65 Stone Street

Cocoa, FL 32922

(321) 433-8688 Phone

(321) 433-8698 Fax

**31.2** Either party may change the notice address by providing the other party written notice of the change.

**31.3** Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

**32.0 SOVEREIGN IMMUNITY**

**32.1** The City intends to avail itself of the benefits of Section 768.28, Florida Statutes and any other statutes and common law governing sovereign immunity to the fullest extent possible. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. Engineer agrees that City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, City shall not be liable for any claim or judgment, or portion thereof, to any one person for over two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds three hundred thousand dollars (\$300,000.00). Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. This paragraph shall survive termination of this Agreement.

**33.0 CORPORATE REPRESENTATIONS BY ENGINEER**



**33.1** Engineer hereby represents and warrants to the City the following:

**a.** Engineer is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida, and is duly qualified and authorized to carry on the functions and operations set forth in this Agreement.

**b.** The undersigned representative of Engineer has the power, authority, and legal right to execute and deliver this Agreement on behalf of Engineer.

**34.0 INDEMNIFICATION AND LIMITATION OF LIABILITY**

**34.1** The Engineer shall indemnify and hold the City, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, injuries, liabilities, damages, losses, costs or suits, including reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement, including any Task Order.

The Engineer specifically assumes potential liability for actions brought by the Engineer's own employees against the City and, solely for the purpose of this indemnification, the Engineer specifically waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

**34.2** The indemnity provisions set forth in Paragraphs 34.1 shall survive termination of this Agreement.

**34.3** For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Engineer expresses its willingness to enter into this Agreement with the knowledge that the Engineer's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the sum of any Agreement amount that is owed by the City for services actually performed by the Engineer to the City's complete satisfaction, and in no case shall exceed the amount provided in article 32.1 herein. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28 Florida Statutes; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.

**34.4** PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT IF THE CONDITIONS OF SECTION 558.0035 ARE SATISFIED.

### **35.0 ENGINEER'S PERSONNEL AT CONSTRUCTION SITE**

**35.1** The presence or duties of Engineer's personnel at a construction site, whether as onsite representatives or otherwise, do not make Engineer or Engineer's personnel in any way responsible for those duties that belong to City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the applicable construction contract documents and any health or safety precautions required by such construction work. Engineer and Engineer's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Engineer's own personnel.

**35.2** The presence of Engineer's personnel at a construction site is for the purpose of providing to City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction contractor(s). Engineer neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the contract documents. For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

### **36.0 RECORD DRAWINGS**

**36.1** Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. Engineer is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

### **37.0 ADDITIONAL ASSURANCES**

**37.1** The Engineer for itself and its Sub-consultants, if any, certifies that:

**a.** No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any architecture, landscape architecture, engineering, or surveying activity by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;

b. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has employed or otherwise provided compensation to, any employee or officer of the City;

c. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has willfully offered an employee or officer of the City any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment; and

d. The undersigned is authorized to execute this Agreement on behalf of the Engineer and said signature shall bind the Engineer to this Agreement. No further action is required by the Engineer to enter into this Agreement other than Engineer's undersigned representative's execution of the Agreement.

**38.0 E-VERIFY.**

**38.1** Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, any City contractors shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all employees hired on and after January 1, 2021. Engineer must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Engineer stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision will be a material breach of the contract, and shall result in the immediate termination of the contract without penalty to the City. The Engineer shall be liable for all costs incurred by the City securing a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable. If the Engineer utilizes Subcontractors the following shall apply:

- a. Engineer shall also require all subcontractors performing work under the Agreement to use the E-Verify system for any employees they may hire during the term of the Agreement.
- b. Engineer shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.
- c. Engineer shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

**IN WITNESS WHEREOF**, the parties hereto caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CITY:

CITY OF COCOA

ENGINEER:

MEAD & HUNT, INC.

By: Michael C. Blake  
Michael C. Blake

Print Name/Title: Mayor  
3/30/2013

By: David King

Print Name/Title: David King/Vice President

ATTEST:



By: Carie Shealy  
Carie Shealy, City Clerk

**EXHIBIT A**  
**Engineer's Rate Schedule**

**MEAD & HUNT, Inc.**  
**Municipal Billing Rate Schedule**  
**Effective January 1, 2023**

**Standard Billing Rates**

Clerical .....	\$82.00 / hour
Technical Editor .....	\$123.00 / hour
Technician I, Technical Writer, Administrative Assistant .....	\$101.00 / hour
Technician II .....	\$123.00 / hour
Technician III .....	\$140.00 / hour
Technician IV .....	\$156.00 / hour
Senior Technician .....	\$171.00 / hour
Engineer I .....	\$137.00 / hour
Engineer II .....	\$155.00 / hour
Engineer III .....	\$168.00 / hour
Senior Engineer .....	\$175.00 / hour
Project Engineer .....	\$186.00 / hour
Senior Project Engineer/Project Manager .....	\$201.00 / hour
Senior Associates .....	\$220.00 / hour
Principal .....	\$244.00 / hour
Senior Client/Project Manager .....	\$256.00 / hour

**Expenses**

Out-Of-Pocket Direct Job Expenses .....	cost plus 15%
Such as reproductions, sub-consultants / contractors, etc.	

**Travel Expense**

Company or Personal Car Mileage .....	IRS rate / mile
Air and Surface Transportation .....	cost plus 15%
Lodging and Sustenance .....	cost plus 15%

**Billing & Payment**

Travel time is charged for work required to be performed out-of-office.

Invoicing is on a monthly basis for work performed.

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This schedule of billing rates is effective January 1, 2023, and will remain in effect until December 31, 2023, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.



Ardaman & Associates, Inc.

Geotechnical, Environmental and  
Materials Consultants

February 7, 2023

Mead & Hunt  
4401 Eastport Park Way  
Port Orange, Florida 32127

Attention: Mr. David King, PE

Subject: Fee Schedule for Geotechnical Engineering  
and Construction Materials Testing Services  
Mead & Hunt Continuing Services Contract with  
City of Cocoa, Florida

Dear Mr. King:

Congratulations on being selected as a continuing services consultant for the City of Cocoa. We appreciate the opportunity to be part of your team as the geotechnical engineering consultant, and we look forward to helping you meet the needs of the City of Cocoa.

As requested, we have provided the attached fee schedule for geotechnical engineering and construction materials testing services that may be utilized for the above referenced contract. Ardaman & Associates, Inc. will provide a written scope of work and cost estimate for each potential assignment after discussing the needs with the Mead & Hunt project manager.

We are pleased to be of assistance to you on this contract. Please contact us should you need any additional information or to discuss a project.

Very truly yours,

**ARDAMAN & ASSOCIATES, INC.**

*Certificate of Authorization No. 5950*

Jason P. Manning, P.E.  
Branch Manager

Attachment: Fee Schedule

1300 N. Cocoa Boulevard, Cocoa, Florida 32922 Phone: (321) 632-2503 Fax: (321) 636-4657

Florida: Bartow, Cocoa, Fort Myers, Miami, Orlando, Port St. Lucie, Sarasota, Tallahassee, Tampa, West Palm Beach

Louisiana: Baton Rouge, New Orleans, Shreveport

Texas: Houston

**ARDAMAN ASSOCIATES, INC.**  
**2023 FEE SCHEDULE**  
**ENGINEERING AND TESTING SERVICES**

**ENGINEERING**

Data Evaluation, Engineering Analysis, Design, Inspections, Field Monitoring, etc.		
Senior Consultant	Per Hour	\$204.00
Senior Engineer	Per Hour	\$193.00
Senior Project Engineer/Hydrogeologist	Per Hour	\$162.00
Threshold Inspector (Professional Engineer)	Per Hour	\$182.00
Project Engineer	Per Hour	\$144.00
Assistant Project Engineer/Hydrogeologist	Per Hour	\$131.00
Staff Engineer/Threshold Field Representative	Per Hour	\$116.00

**CONSTRUCTION MONITORING**

**AND FIELD TESTING**

Field Technician/Inspector V/Metals Technician	Per Hour	\$89.00
Field Technician/Inspector IV	Per Hour	\$81.00
Field Technician III	Per Hour	\$68.00
Field Technician II	Per Hour	\$61.00
Field Technician I	Per Hour	\$56.00

**LABORATORY TESTING**

Visual Classification and Sample Handling, Special Laboratory Tests (Leaching Studies, Slurry Consolidation, etc.)		
Laboratory Technician V	Per Hour	\$89.00
Laboratory Technician IV	Per Hour	\$81.00
Laboratory Technician III	Per Hour	\$68.00
Laboratory Technician II	Per Hour	\$61.00
Laboratory Technician I	Per Hour	\$56.00

**SUPPORT PERSONNEL**

Engineering Designer V	Per Hour	\$96.00
Engineering Designer III	Per Hour	\$82.00
Engineering Designer I	Per Hour	\$76.00
Technical Draftsman III	Per Hour	\$74.00
Technical Draftsman I	Per Hour	\$62.00
Technical Secretary	Per Hour	\$63.00

**MISCELLANEOUS EXPENSES**

Outside Services and Expenses	Per Job	At Cost + 15%
Printing and Reproduction	Per Job	At Cost + 15%
Copying	Per Page	\$0.25
Mileage (Automobile)	Per Mile	\$0.72
Mileage (Truck)	Per Mile	\$1.03



**ARDAMAN ASSOCIATES, INC.**  
**2023 FEE SCHEDULE**  
**ENGINEERING AND TESTING SERVICES**

**MOBILIZATION**

Mobilization and Demobilization

· Men and Equipment	Per Rig-Hour	\$238.00
· Mileage - Rig	Per Rig-Mile	\$1.16
· Mileage - Truck	Per Truck-Mile	\$1.03
· Portable Barge	Per Job	\$6,000.00 min.

**STANDARD DRILLING**

Auger Borings (4-inch)	Per Lineal Foot	\$13.20
Wash Borings - Cuttings Only (up to 3 inch)		
· Soil drilling	Per Lineal Foot	\$11.00
· Rock drilling	Per Lineal Foot	\$15.00
Standard Penetration Test (SPT) Borings (ASTM D-1586) in soil (N-values <50):		
· from surface to 25 feet	Per Lineal Foot	\$17.55
· from 25 feet to 50 feet	Per Lineal Foot	\$18.70
· from 50 feet to 100 feet	Per Lineal Foot	\$21.00
· from 100 feet to 125 feet	Per Lineal Foot	\$27.25
· from 125 feet to 150 feet	Per Lineal Foot	\$37.70
Standard Penetration Test (SPT) Borings in high resistance soil/rock (N-values >50)	Add'l Price Per LF	\$5.90
Furnish, Install, and Remove Casing (up to 4-inch):		
· from surface to 50 feet	Per Lineal Foot	\$11.80
· from 50 feet to 100 feet	Per Lineal Foot	\$14.45
· from 100 feet to 150 feet	Per Lineal Foot	\$18.00
Drilling (Time Basis)/2 man-crew	Per Crew-Hour	\$233.00
Drilling (Time Basis)/3 man-crew	Per Crew-Hour	\$268.00
Support Water Truck (Time Basis)	Per Day	\$215.00
Rock Coring (N or H size)		
· from surface to 50 feet	Per Lineal Foot	\$46.55
· from 50 feet to 100 feet	Per Lineal Foot	\$51.40
· from 100 feet to 150 feet	Per Lineal Foot	\$54.60
Field Permeability	Per Test	\$362.00
Mud Bug Vehicle	Per Lineal Foot	Standard Rates x 1.1
Barge Drilling	Per Lineal Foot	Standard Rates x 1.5

**SAMPLING**

Additional SPT Sampling:		
· from 10 feet to 25 feet	Per Additional Sample	\$37.00
· from 25 feet to 50 feet	Per Additional Sample	\$41.00
· from 50 feet to 100 feet	Per Additional Sample	\$45.00
· from 100 feet to 125 feet	Per Additional Sample	\$50.00
· from 125 feet to 150 feet	Per Additional Sample	\$63.00
Undisturbed Samples:		
· Shelby Tube	Per Sample	\$213.00
· Fixed-Piston Shelby, Osterberg, Pitcher	Per Sample	\$220.00

**SOUNDINGS**

Electric Dutch Cone Soundings	Per Lineal Foot	\$16.30
Piezocone Soundings	Per Lineal Foot	\$18.20
Muck Probing/Clay Sampling	Per Crew Hour	\$196.00
Electric Dutch Cone Soundings	Per Crew Hour	\$250.00
Piezocone/Piezoprobe Soundings (Time Basis)	Per Crew Hour	\$262.00
Piezoprobe Dissipation Monitoring	Per Crew Hour	\$213.00

**OTHER CHARGES**

Clearing Difficult Access, Hole Location and Set-Up	Per Crew-Hour	\$226.00
Standby Time	Per Crew-Hour	\$226.00
Piezometer and Well Installation (plus materials)	Per Crew-Hour	\$226.00
Bore Hole Grouting and Sealing (plus materials)	Per Crew-Hour	\$226.00
Well Clearing/Sensitivity/Water Level	Per Crew-Hour	\$201.00
Air Boat Use	Per Day	\$579.00
Instrumentation Unit Use	Per Day	\$386.00
Lodging and Subsistence	Per Crewman-Day	\$166.00
Double Ring Infiltrometer	Per Test	\$682.00
Materials	Per Job	At Cost + 15%

**ARDAMAN ASSOCIATES, INC.**  
**2023 FEE SCHEDULE**  
**ENGINEERING AND TESTING SERVICES**

**GENERAL FIELD EQUIPMENT**

Data Logger	Per Day	\$483.00
Organic Vapor Analyzer (MiniRAE 2000)	Per Day	\$141.00
Photo Ionization Detector (Photovac Tip)	Per Day	\$210.00
Methane Detector	Per Day	\$168.00
Explosimeter	Per Day	\$106.00
Generator	Per Day	\$173.00
Steam Cleaner	Per Day	\$173.00
Surveying Equipment (Water Table Elevations)	Per Day	\$89.00
Centrifugal Development Pump	Per Day	\$78.00
Submersible Development Pump	Per Day	\$193.00
Peristaltic Purging Pump	Per Day	\$78.00
Magnetometer	Per Day	\$78.00
Sensitivity Test Equipment	Per Day	\$78.00
Product/Water Interface Probe	Per Day	\$103.00
pH/Conductivity Meter	Per Day	\$44.00
Turbidity Meter	Per Day	\$89.00
Dissolved Oxygen Meter	Per Day	\$143.00
Water Level Indicator	Per Day	\$34.00
Bailer Usage (Stainless Steel or Teflon- Per Each)	Per Day	\$36.00
Concrete Saw	Per Day	\$170.00
Vibration Monitor	Per Day	\$336.00

**EXPENDABLE SUPPLIES**

High Capacity (1 or 0.45 micron) Filter	Each	\$37.00
Disposable Teflon Bailer	Each	\$34.00
Disposable Polyethylene Bailer	Each	\$28.00
Disposable Free Product Bailer	Each	\$36.00
Isopropyl Alcohol (decontamination)	Per Gallon	\$29.00
Deionized Water (decontamination)	Per Five Gallons	\$25.00
16 oz. Soil Jars (soil headspace analysis)	Per Box of 12	\$26.00
Tygon Tubing	Per Foot	\$4.30
Polyethylene Tubing	Per Foot	\$1.10
55-gallon Drum	Each	\$121.00

**GEOPHYSICAL EQUIPMENT**

Geonics EM 34-3	Per Day	\$360.00
AGI Sting R1-IP	Per Day	\$336.00

**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 above unit prices.

**INSTRUMENTATION**

Prices for installation of monitor wells, inclinometers and settlement devices and prices for performing field permeability and packer tests will be determined per project.

**ARDAMAN ASSOCIATES, INC.**  
**2023 FEE SCHEDULE**  
**ENGINEERING AND TESTING SERVICES**

**OTHER RELATED DRILLING CHARGES**

Support Water Truck	Per Day	\$218.00
Drumming Contaminated Soil/Drilling Fluids In 55 gallon drums (Disposal not included)	Per Drum	\$177.00
Drum Disposal	Per Drum	Varies
Visqueen (100 feet by 20 feet)	Per Roll	\$117.00

**MONITORING WELL INSTALLATION**

Temporary 2-inch PVC Wellpoint (Piezometer)	Per Foot	\$32.00
2-inch PVC	Per Foot	\$47.00
4-inch PVC	Per Foot	\$61.00

NOTE: Double cased deep monitoring well (above cost x 2)

**VAULT/PAD INSTALLATION - MONITORING WELLS**

<u>Well Size</u>	<u>Vault Size</u>	
2"	8" circular w/pad	\$386.00
4"	12" circular w/pad	\$507.00
2" or 4"	above ground riser w/pad	\$386.00

**RECOVERY WELL INSTALLATION**

4-inch PVC	Per Foot	\$125.00
6-inch PVC	Per Foot	\$159.00
8-inch PVC	Per Foot	\$226.00

**VAULT/PAD INSTALLATION - RECOVERY WELLS**

<u>Well Size</u>	<u>Vault Size</u>	
4"	24" square w/pad	\$896.00
6"	24" square w/pad	\$1,025.00
8"	36" square w/pad	\$1,356.00

**DIRECT PUSH GROUNDWATER SAMPLING**

Direct Push Sampler (minimum 1 day)	Per Hour	\$435.00
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**FIELD TESTING SERVICES**

Slug Injection/Withdrawal Permeability Test	Each	\$448.00
Double Ring Infiltrometer Test (ASTM D-3385-75)	Each	\$684.00

**SPECIAL DRILLING/SOUNDING**

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.

**INSTRUMENTATION**

Prices for installation of monitor wells, inclinometers and settlement devices and prices for performing field permeability and packer tests will be determined per project.

**ARDAMAN ASSOCIATES, INC.**  
**2023 FEE SCHEDULE**  
**ENGINEERING AND TESTING SERVICES**

**CLASSIFICATION TESTS**

Moisture Content (ASTM D-2216)	Each	\$25.00
Organic Content		
· Loss on Ignition (ASTM D-2974)	Each	\$46.00
· Wet Combustion (AASHTO T-194)	Each	\$135.00
Unit Weight/Classification (Undisturbed Sample)	Each	\$74.00
Grain Size Distribution		
· Sieve Analysis (ASTM D-421, D-422)	Each	\$65.00
· Percent Fines (ASTM D-1140)	Each	\$46.00
· Hydrometer Analysis (ASTM D-422)	Each	\$134.00
Atterberg Limits (ASTM D-4318)		
· Plasticity Index Less than 150%	Per Set	\$131.00
· Plasticity Index Greater than 150%	Add'l Per Set	\$85.00
Shrinkage Limit (ASTM D-4943)	Each	\$100.00
Specific Gravity (ASTM D-854)	Each	\$112.00
Marsh Funnel Viscosity	Each	\$35.00
Los Angeles Abrasion	Each	\$437.00
Soundness - Sodium	Sieve Size *	\$117.00
Soundness - Magnesium	Sieve Size *	\$117.00

(\*plus material supply charges)

**COMPACTION TESTS**

Standard (ASTM D-698) or Modified Proctor (ASTM D-1557)	Per Test	\$117.00
Maximum-Minimum Density (ASTM D-4253, D-4254)	Per Set	\$134.00
Limerock Bearing Ratio	Per Test	\$397.00

**CONSOLIDATION TESTS**

Incremental Consolidation Test (ASTM D-2435)		
· Up to Ten Load-Unload Increments	Per Test	\$694.00
· More than Ten Load-Unload Increments	Per Add'l Increment	\$60.00
Constant Rate of Strain Consolidation Test (ASTM D-4186)	Each	\$761.00

**PERMEABILITY TESTS**

Permeability Test on Sand	Each	\$181.00
Permeability Test on Fine Grained Soil		
· k >10-8cm/sec	Each	\$347.00
· k <10-8cm/sec	Each	\$509.00
Permeation with Fluids Other Than Water	Add'l Per Test	\$218.00

**STRENGTH TESTS**

Strength Index Tests (Torvane, Penetrometer, etc.)	Each	\$10.70
Vane Shear Test	Each	\$30.00
Unconfined Compression Test (ASTM D-2166)		
· Strength Only	Each	\$64.00
· With Stress-Strain Curve	Each	\$121.00
Triaxial Tests:		
· Unconsolidated-Undrained (ASTM D-2850)	Each	\$276.00
· Unconsolidated-Undrained (with pore pressure response)	Each	\$632.00
· Consolidated-Undrained (with pore pressure measurement)	Each	\$632.00
· Consolidated-Drained on Sands	Each	\$508.00
· Consolidated-Drained on Fine Grained Soils	Each	\$658.00
· Use of Fluids Other Than Water	Add'l Per Test	\$218.00
Direct Shear Tests (Coarse Grained Soils)		
· Conventional 2.3" Box Shear	Per Normal Load	\$341.00
· With Stress Reversals	Per Normal Load	\$508.00
· Geosynthetics	Per Normal Load	\$353.00
· Conventional 12" Box Shear	Per Normal Load	\$446.00
Angle of Repose	Each	\$63.00
Split Tensile for Rock Cores	Each	\$170.00

**SAMPLE PREPARATION AND SPECIAL TESTS**

per sample. Prices for Visual Classification, for Special Sample Preparation, for Special Laboratory Tests (Slurry Consolidation, Leaching Tests, Settling Tests, etc.), and for testing contaminated soils or hazardous materials will be determined per project based upon technician man-hours and other considerations. In addition, a daily charge of \$19.00 per day will be assessed for special long-term laboratory tests (i.e., slurry consolidation, leaching tests, etc.).

**CHEMICAL TESTS**

**ARDAMAN ASSOCIATES, INC.**  
**2023 FEE SCHEDULE**  
**ENGINEERING AND TESTING SERVICES**

pH (FM5-550)	Each	\$16.00
Specific Conductance (FM3-D 1125)	Each	\$16.00
Fluoride	Each	\$29.00
Sulfate (FM5-553)	Each	\$50.00
Chloride (FM5-552)	Each	\$50.00
Soil pH (FM5-550)	Each	\$50.00
Soil Specific Conductance	Each	\$52.00
Soil Resistivity (ASTM G-57 or FM5-551)	Each	\$58.00
Carbonate Content (ASTM D 4373)	Each	\$137.00
Water Corrosivity Series (FM5-550,552,553, FM3-D 1125)	Each	\$125.00
Soil Corrosivity Series (FM5-550, 551, 552, 553)	Each	\$210.00

**GEOSYNTHETICS**

Geomembrane Thickness		
· ASTM D-1593	Per Sample	\$39.00
· ASTM D-751, D-5199 or D-5994	Per Sample	\$22.00
Geomembrane Density (ASTM D-792)	Per Sample	\$41.00
Geomembrane Tensile Strength (ASTM D-638), Machine and Transverse Direction	Per Set	\$102.00
Geomembrane Tear Resistance (ASTM D-1004), Machine and Transverse Direction	Per Set	\$87.00
Weld Peel and Shear (ASTM D-413, D-882)		
· 5 Peel and 5 Shear Specimens	Per Set	\$59.00
· 10 Peel & 5 Shear Specimens	Per Set	\$87.00
· 75.00With Load-Deformation Curve	Per Set	\$98.00
Geotextile Grab Tensile Strength (ASTM D-4632)	Per Set	\$98.00
Geotextile Trapezoidal Tear (ASTM D-4533)	Per Set	\$120.00
Geotextile Mass/Unit Area (ASTM D-3776 or D-5261)	Per Sample	\$42.00
Geotextile Thickness (ASTM D-1777 or D-5199)	Per Sample	\$26.00

**SAMPLE PREPARATION AND SPECIAL TESTS**

Preparation of Samples for Testing (e.g., crushing for carbonate content determination, filtering of clayey soil for chemical tests) will be charged at \$34.00 per sample. Prices for other tests on geomembranes and geotextiles will be determined per project based upon technician man-hours and other considerations.

**ARDAMAN ASSOCIATES, INC.**  
**2023 FEE SCHEDULE**  
**ENGINEERING AND TESTING 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.

Per Set \$119.00

Additional cylinders

Per Cylinder \$24.00

Technician time due to construction delays portal to portal on the date cylinders are made, per hour

Per Hour \$68.00

Technician time

Per Hour \$68.00

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

Per Hour \$68.00

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

Per Cylinder \$28.00

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

Per Hour \$68.00

Slump tests (ASTM C-143)

Per Test \$33.00

Air Entrainment (ASTM C-173)

Per Test \$41.00

Unit weight

Per Test \$50.00

Marsh Funnel Viscosity

Per Test \$40.00

Mix design

Each \$960.00

Verification of mix design

Each \$479.00

Fineness modules

Each \$60.00

Plant control

Per Hour \$80.00

Concrete blocks. Strength tests (determined by gross area)

Per Block \$74.00

Concrete blocks. Absorption and strength tests (net area)

Set of 3 \$232.00

Block Prism Assembly

Set of 3 \$300.00

Flexural Strength Beams (up to 3 beams) \$30.00 each additional beam

Set of 3 \$287.00

Test beams made by others

Each \$89.00

Grout Prisms 4/set (blocks supplied by others)

Per Set \$126.00

Mortar Cubes (up to 6/set)

Per Set \$126.00

**FLOOR FLATNESS**

Equipment, Technician Time and Final Report

Per Trip \$994.00

Additional Technician Time

Per Hour \$81.00

**SAMPLING AND TESTING OF IN-PLACE CONCRETE/SOIL CEMENT**

Coring and testing of cored samples:

Technician time (two technicians may be required)

Per Hour \$68.00

Mobilization of coring equipment

    With power supplied

Per Trip \$100.00

    Without power supplied

Per Trip \$132.00

Trimming, capping and strength test (ASTM C-42)

Per Core \$32.00

Depth measurement

Per Core \$32.00

Shotcrete panels made by others (panel cores & strength tests)

Each \$74.00

**ARDAMAN ASSOCIATES, INC.**  
**2023 FEE SCHEDULE**  
**ENGINEERING AND TESTING SERVICES**

Concrete Cover/Reinforcing Steel Location:

Equipment use	Per Trip	\$166.00
Technician time	Per Hour	\$81.00

Swiss Hammer

Mobilization of equipment	Per Trip	\$66.00
Technician time	Per Hour	\$81.00

**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.

Engineering technician	Per Hour	\$68.00
Senior engineering technician	Per Hour	\$81.00

Density Tests:

In-situ density tests, nuclear or drive sleeve method (minimum of four per trip) (local area only)	Per Test	\$35.00
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In-situ density tests, sand cone test (minimum of three per trip) (local area only)	Per Test	\$56.00
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Engineering technician time	Per Test	\$68.00
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Sampling of natural or fill material for laboratory testing; Engineering technician	Per Hour	\$68.00
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**SOIL AND ROCK LABORATORY TESTING (sampling charge not included)**

Standard (ASTM D-698 or Modified (ASTM D-1557) Proctor	Each	\$114.00
Moisture content (ASTM D-2216)	Each	\$25.00
Limerock Bearing Ratio	Each	\$397.00
Florida Bearing Value (FBV)	Each	\$91.00
Soil cement design	Each	\$521.00
Soil cement field pills (3/set or technician time \$48.00/hour)	Each	\$122.00
California Bearing Ratio (CBR)	Each	\$413.00

**ASPHALT: FIELD INSPECTION, SAMPLING AND LABORATORY TESTING**

Engineering technician time for field sampling	Per Hour	\$68.00
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Coring:

Mobilization of coring equipment:		
With power supplied	Per Trip	\$100.00
Without power supplied	Per Trip	\$132.00

Certified engineering technician to inspect preparation of base course/surface installation or plant control	Per Hour	\$81.00
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Asphalt mix design	Per Design	\$1,113.00
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Marshall Stability and Flow Test (Includes pill densities)	Per Test	\$132.00
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Extraction and gradation tests (sampled hot)	Per Test	\$125.00
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Extraction and gradation tests (sampled from pavement)	Per Test	\$138.00
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Density tests	Per Test	\$34.00
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Depth measurements	Per Test	\$27.00
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Asphalt cores (minimum of three)	Each	\$59.00
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**ARDAMAN ASSOCIATES, INC.**  
**2023 FEE SCHEDULE**  
**ENGINEERING AND TESTING SERVICES**

**STRUCTURAL STEEL:**

Field inspection for visual examination of welds, ultrasonic testing, dye penetrant, magnetic particle, etc. by Metals technician (Equipment charge determined by project)	Per Hour	\$89.00
Bolt Torque	Per Hour	\$81.00

**ROOFING:**

Testing of 12 x 12 inch samples (includes technician time for obtaining samples, testing and report of findings)	Per Sample	\$509.00
Inspection/Observations during construction	Per Hour	\$81.00

**SPRAYED ON FIREPROOFING:**

Depth measurements & sampling	Per Hour	\$81.00
Adhesion Testing	Per Hour	\$81.00
Unit Weight (Lab)	Per Sample	\$78.00

**OVERTIME AND HOLIDAY**

Charges will be increased 25% for work performed during weekends and official holidays

**SUB-CONTRACTING SERVICES**

Cost Plus 15%

**ENGINEERING CONSULTATION SERVICES**

Senior Project Engineer	Per Hour	\$162.00
Project Engineer	Per Hour	\$144.00
Assistant Project Engineer	Per Hour	\$131.00
Senior Engineering Technician	Per Hour	\$81.00
Engineering Technician	Per Hour	\$68.00
Technical Draftsman	Per Hour	\$74.00
Technical Secretary	Per Hour	\$63.00



KUGELMANN LAND SURVEYING, INC  
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 Merritt Island, FL 32953  
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 klsinc@cfi.rr.com

**2023 RATE SCHEDULE**

DISCIPLINE	UNIT	RATE (\$)
2-Man Field Crew OR SURVEYOR & GPS	HOURLY	134.00
Professional Land Surveyor (P.L.S.)	HOURLY	155.00
CAD Drafting	HOURLY	102.00
<b>ENVIRONMENTAL</b>		
MOB/DEMOB(PER SITE IN BREVARD COUNTY)	LUMP SUM	536.00
WELL/ SAMPLE POINT/ PIEZOMETER & MAP PREP AND/OR EXCEL FILE	EACH	45.00
STAFF GAUGE INSTALLATION	EACH	275.00
<b>OTHER DIRECT TASKS</b>		
BOAT & MOTOR USE	HOURLY	100.00



**CONTINUING GENERAL CIVIL ENGINEERING  
SERVICES FOR THE CITY OF COCOA**

**RFQ # 23-01-COC**

**APPLIED ECOLOGY, INC.  
Billable Rates**

<b>Position Category</b>	<b>Billable Rate</b>
Senior Project Manager	\$181.80
Principal Scientist	\$153.83
Principal Engineer	\$169.94
Principal Geologist	\$147.11
Senior Scientist	\$123.37
Senior Engineer	\$142.75
Environmental Scientist III	\$101.03
Environmental Scientist II	\$79.57
Environmental Scientist I	\$71.54
Staff Engineer	\$115.62
Senior GIS Analyst/Programmer	\$140.60
GIS Analyst	\$94.17
GIS Technician	\$59.33
Jr Environmental Technician	\$57.67
Senior Administrative Assistant	\$65.70

**EXHIBIT B**  
**RFQ Q-23-01-COC**

**EXHIBIT C**  
**Engineer's Response to RFQ Q-23-01-COC**