

**NON-EXCLUSIVE CONTINUING CONTRACT BETWEEN OWNER AND CONSULTANT FOR
GEOTECHNICAL TESTING AND MATERIALS TESTING,
OR ANY PART THEREOF, AND THRESHOLD BUILDING INSPECTION SERVICES**

THIS AGREEMENT, made this 22ND day of **January, 2019**, between Sarasota County Schools (hereinafter called the "Owner") and **Ardaman & Associates, Inc.** hereinafter called the "Consultant") whose address is **78 Sarasota Center Boulevard, Sarasota, FL 34240**.

WHEREAS, the Owner desires to contract with a firm on a continuing contract basis for the providing of **geotechnical testing and materials testing, or any part thereof, and threshold building inspection consulting services** (hereinafter referred to as "professional services") for Owner assigned projects;

WHEREAS, the Owner is authorized under Florida law to enter into such continuing contracts and has chosen to use a qualifications based selection process in accordance with Florida Statute 287.055(3), (4) and (5) and School Board Policy 7.71, to select the consulting firms which will be contractually available to provide the necessary professional consulting services for Owner assigned projects;

WHEREAS, the Consultant was one of the entities chosen by the Sarasota County School Board Professional Services Selection Committee, and the Owner and Consultant desire to enter into this Agreement to memorialize the terms under which Consultant will provide professional consulting services on Owner assigned projects during the term of this Agreement;

WHEREAS, Consultant acknowledges that another **three (3)** consulting firms have also been selected to provide professional consulting services on Owner assigned projects and that the Owner has the absolute discretion to designate which projects will be assigned to a particular firm;

In consideration of the mutual covenants contained herein, the Owner and Consultant agree as follows:

ARTICLE 1

TERM OF AGREEMENT AND RIGHT TO TERMINATE

- 1.1 Subject to the right of termination contained in paragraph 1.2, this Agreement is valid for a period of three (3) years beginning **1/23/2019** and ending **1/22/2022**. This agreement shall terminate and expire at the end of such three-year period.
- 1.2 In accordance with Florida Statute 287.055(1)(g), this Agreement may be terminated by the Owner, with or without cause, at any time, by Owner providing the Consultant with thirty (30) days-notice of such termination in writing. Termination of this Agreement by the Owner shall not terminate any contractual agreement Owner and Consultant may have with respect to a particular project which had previously been assigned to Consultant, unless the notice of termination so provides.
- 1.3 This Agreement represents the entire agreement between the Owner and the Consultant as to the scope of services contemplated by this Agreement and supersedes all prior negotiations, representations or agreements. However, if, as more specifically set forth herein, a proposal as to a particular project is accepted, the parties' relationship as to that project shall thenceforth be governed by the proposal, the purchase order issued by the Owner for that particular project and the terms of this Agreement.
- 1.4 Consultant acknowledges and understands that the projects contemplated by this Agreement are being constructed on public property owned by the Owner, which property may at various times during construction be occupied by students, teachers, parents and school administrators. Accordingly, in order to secure the property, and otherwise comply with applicable law, the Consultant agrees to the following provisions and also agrees that the failure to comply with any of these provisions may result in the termination of this Agreement:

- (a) **Unauthorized Aliens.** Owner considers the employment of unauthorized aliens by the Consultant, or any of its subcontractors, a violation of Section 274A(e) of the Immigration and Naturalization Act. If it is determined that an unauthorized alien is working on the Project, the Consultant shall take all steps necessary to remove such unauthorized alien from the property and the project. Owner shall have the right to terminate this Contract if the Consultant does not comply with this provision.
- (b) **Possession of Firearms.** Possession of firearms will not be tolerated on the project or the Owner's property. No person who has a firearm in their vehicle may park their vehicle on the Owner's property. Furthermore, no person may possess or bring a firearm on School District property. If any employee/independent contractor of the Consultant, or any of its sub-contractors, is found to have brought a firearm on to the Owner's property, said employee/independent contractor shall be removed and terminated from the project by the Consultant. If a sub-contractor fails to terminate said employee/independent contractor, the Consultant shall terminate its agreement with the sub-contractor. If the Consultant fails to terminate said employee/independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee/independent contractor, this Agreement may be terminated by the Owner. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive devise, or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition.
- (c) **Criminal Acts.** Employment on the project by the Consultant, or any of its sub-contractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the Consultant agrees to take all steps necessary to remove such person from the project and the property. Owner shall have the right to terminate this Agreement if the Consultant does not comply with this provision.
- (d) **Sexual Predators/Sexual Offenders.** In order to insure that no sexual predators or sexual offenders are working on the project site, Consultant shall perform a query of all its employees/independent contractors working at the project site, and require all of its sub-contractors to perform a query of their employees/independent contractors working at the project site, against the Florida Department of Law Enforcement Sexual Predator/Offender Registry (www.fdle.state.fl.us). Any person who is on the Sexual Predator/Offender Registry shall not be allowed on the project, and Consultant shall immediately remove such person from the project and the property. Consultant shall, upon request by the Owner, provide evidence that such queries have been done on all personnel working at the project site. Owner shall have the right to terminate this Agreement if the Consultant, or any sub-contractor, does not comply with this provision.
- (e) **Possession/Use/Under the Influence of Mind Altering Substances.** Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Consultant's employees/independent contractors or its sub-contractors' employees/independent contractors will not be tolerated on the Owner's property. If any employee/independent contractor is found to have brought and/or used or is under the influence of any illegal mind altering substances as described above on the Owner's property, said employee/independent contractor shall be removed and terminated from the project by the Consultant. If a sub-contractor fails to terminate said employee/independent contractor, the Consultant shall terminate its agreement with the sub-contractor for the project shall be terminated. If the Consultant fails to terminate said employee/independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee/independent contractor, this Agreement may be terminated by the Owner.
- (f) **Background Screening Requirements.** Consultant agrees that before any of its employees, agents or sub-consultants will be permitted on school grounds while students are present, such

employees, agents or sub-consultants will be fingerprinted and have their backgrounds checked as provided by Florida law. Consultant's employees, agents and sub-consultants will coordinate with the Owner to arrange a mutually convenient time for the Owner to conduct the fingerprinting. Consultant agrees to bear the cost of the fingerprinting/background checks. The Owner has the right to refuse entry onto any school grounds to any individual whose background check does not meet the requirements established by the Owner pursuant to Florida law.

ARTICLE 2

SCOPE OF CONSULTANT'S SERVICES

- 2.1** Consultant shall diligently and in a timely manner perform professional consulting services for a variety of minor projects which may be assigned by the Owner's designated representatives.
- 2.2** After assignment of a specific project by the Owner's designated representative, the Consultant will consult with the Owner's representative to determine and define the Owner's requirements and the Consultant's responsibility for such project. The Owner shall identify the project and shall define the responsibility of the Consultant for work performed on the project. Consultant shall then supply Owner's designated representative with a proposal for the work contemplated by the assigned project. The proposal shall include a detailed description of the scope of work, a total price for the work based on the attached fee schedule (Exhibit "A") and, if requested, a completion schedule.
- 2.3** If the Owner accepts the proposal, the Owner shall issue a purchase order for the work. The proposal, the purchase order, and this Agreement shall then govern the relationship between the parties as to the assigned project.
- 2.4** The services of the Consultant may involve design preparation and/or review, inspections, consultations, and recommendations as may be appropriate. As work progresses, and upon completing the professional consulting services at various stages of each project, the Consultant will promptly make written reports of his findings describing the project, work performed and results of such work, together with any pertinent observations that should be brought to the attention of the Owner. Unless otherwise agreed between the parties, the Consultant will furnish one electronic submission of such reports which will be e-mailed directly to the Owner's designated representative, and, when required, one signed and sealed original which shall be delivered to the Owner's designated representative. All reports will become the exclusive property of the Owner and may be used as the Owner determines.
- 2.5** Familiarity and Compliance with Governmental Laws & Requirements
- (a) The Consultant shall be familiar with and comply with applicable state laws, statutes, building codes, rules and regulations and lawful orders of governmental, public and quasi-public authorities and agencies having jurisdiction over any Owner assigned Project or in any way affecting the professional engineering services.
- (b) The Consultant shall be familiar with and comply with Federal laws, rules and regulations that may in any way affect the Work, including but not limited to the following:
- (1) U.S. EPA Asbestos Containing Materials in Schools, final Rule and Notice 40CRF763, Reference 736.99(a)(7);
 - (2) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327, et seq.;
 - (3) Federal Fair Labor Standards Act, 29 U.S.C. Section 201, et seq.;
 - (4) Title VI of the Civil Right Act of 1975;
 - (5) Executive Order 11246, as amended by Executive Orders 11375 and 12086, related to discrimination;
 - (6) Americans with Disabilities Act;
 - (7) Anti-Kickback Act of 1986, 41 U.S.C. Section 51;
 - (8) The Hatch Act, 18 U.S.C. 594, 598, 600-605;

- (9) Uniform Federal Accessibility Standards, 41 C.F.R. Section 101-19.6;
- (10) Title IX of the Education Amendments of 1972, 20 U.S.C.: 1681-1683 and 1685-1686 prohibiting discrimination on the basis of sex;
- (11) Comprehensive Alcohol and Alcoholism Prevention Treatment and Rehabilitation Act of 1970, 42 U.S.C. 4521-45-94;
- (12) Public Health Service Act of 1912, 42 U.S.C. 290dd-3 and 290ee-3;
- (13) Lead-Based Paint Poison Prevention Act
- (14) Energy Policy and Conservation Act, P.L. 94-163: 42 U.S.C.
- (15) Clean Air Act of 1955, 42 U.S.C. 7401-7642
- (16) Clean Water Act of 1977
- (17) Immigration and Nationality Act, 8 U.S.C. Section 1324a(e) Section 274A(e);
- (18) Records Retention, 34 C.F.R.

2.6 When required, all work done by the Consultant will be signed and sealed by a professional registered in the State of Florida.

ARTICLE 3

OWNER'S DESIGNATED REPRESENTATIVE

3.1 The Owner shall designate a representative to act in its behalf as to each project assigned in accordance with this Agreement. This representative, or his/her designee, will assign projects to Consultant, monitor the progress of each assigned project, serve as liaison with the Consultant, receive and process communications and paperwork, examine and approve invoices, reports, estimates, proposals or other documents presented by the Consultant, and represent the Owner in the day-to-day conduct of the project. The Consultant will be notified in writing of the representative and of his/her designee or any changes thereto.

ARTICLE 4

PAYMENTS TO CONSULTANT

4.1 The Owner agrees to pay the Consultant for work completed and reported by the Consultant in accordance with the fee schedule attached hereto as Exhibit "A".

4.2 For each project, Consultant agrees to submit an invoice covering the work completed and reported with detail satisfactory to the Owner describing the work performed during the applicable period. Owner agrees to pay said invoices within fifteen (15) days of approval. Consultant agrees that such invoices shall be submitted on a monthly basis.

ARTICLE 5

DISPUTE RESOLUTION

5.1 All claims, disputes and other matters in question between the Consultant and Owner arising out of or relating to this Agreement, any subproject assigned in accordance with this Agreement, or Contract Documents shall be resolved by mediation or litigation in the Circuit or County Court in and for Sarasota County, Florida. Any reference herein to arbitration is deemed void.

5.2 Unless a delay in initiating or prosecuting a claim, dispute or other matter in question between the Consultant and Owner arising out of or relating to this Agreement would irrevocably prejudice the Owner or the Consultant, any such matter which is not resolved by direct discussions between the parties shall be submitted to mediation under the Florida Rules of Civil Procedure or such other rules as the parties may promptly agree to employ, before recourse to litigation. The Owner and the Consultant shall, within ten

(10) days of the request of either party for mediation, agree in writing as to the identity of the mediator. If the parties do not agree, the Director of Construction Services for the Owner shall designate a mediator from the list of approved mediators for the Twelfth Judicial Circuit in and for Sarasota County, Florida.

- 5.3 The parties agree to conduct and conclude mediation proceedings under this Article within thirty (30) days from the initiation of same by request of one of the parties. In the event that such proceedings have not been successfully concluded with such period, either party shall have the right to initiate further dispute resolution proceedings including litigation.
- 5.4 Provided the parties comply with the requirement of this Agreement for providing notice of the existence of a claim or dispute, no delay in disposing of such claim or dispute while the parties pursue resolution as provided in this Article shall prejudice the rights of either party; however, nothing contained in this Article shall be deemed to relax any requirement for the giving of notice between the parties.

ARTICLE 6

INSURANCE

- 6.1 The Consultant will secure and maintain such insurance as will protect it and the Owner from claims under Workmen's Compensation Acts, claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of his employees, or of any person other than his employees, and from claims for damages because of injury or to destruction of tangible property, including loss of use resulting therefrom.
- 6.2 Within ten (10) days after execution of this Agreement, the Consultant will furnish the Owner with a Certificate of Insurance indicating the amounts of coverage and containing a provision that the coverage afforded under the policies will not be cancelled until not less than ten (10) days' prior written notice has been given to the Owner, and shall name the Owner as an additional insured. The Certificates of Insurance shall contain the following minimum limits:

Limits on Insurance -

Professional Liability	\$1,000,000.00
General Liability	\$1,000,000.00
Vehicle Liability	\$1,000,000.00

ARTICLE 7

MISCELLANEOUS PROVISIONS

- 7.1 Consultant agrees to indemnify and hold harmless the Owner, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Consultant or other persons employed or utilized by the Consultant in the performance of this Agreement.
- 7.2 The Owner and Consultant respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Consultant shall assign this Agreement without the written consent of the other.
- 7.3 This Agreement shall be governed by the laws of the State of Florida. Sole and exclusive venue of any action brought under or arising from this Agreement shall be in the Circuit or County Court in and for Sarasota County, Florida.
- 7.4 The Consultant warrants that it has not employed or retained any company or person (other than a bona

fide employee working solely for the 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 the Consultant) any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

- 7.5 As required by Section 287.058, Florida Statutes, this Agreement may be unilaterally canceled by the Owner for refusal by the Consultant to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119 and made or received by the Consultant in conjunction with the Agreement.
- 7.6 It is expressly acknowledged that the Consultant is an independent Contractor and as such, has no authority to act for or on behalf of the Owner or to bind the Owner to any agreement or in any other manner.
- 7.7 In the event either party is required to commence any litigation to enforce the term of this Agreement, or a purchase order issued in accordance with this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its attorney's fees incurred in such action, including for trial and appellate proceedings.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SARASOTA COUNTY SCHOOLS

BY: _____
Jane Goodwin, Chair

ARDAMAN & ASSOCIATES, INC.

BY:  _____
Ashby B. Hoover, P.E.

Its _____
Vice President

Approved for Legal Content: 4/22/2016 – MG
Matthews, Eastmoore, Hardy, Crauwels & Garcia
Attorneys for The School Board of Sarasota County, Florida
Signed: MG

EXHIBIT A
ARDAMAN & ASSOCIATES, INC.
2018*
FEE SCHEDULE
ENGINEERING AND TESTING SERVICES
Page 1 of 8

ENGINEERING

Data Evaluation, Engineering Analysis,
Design, Inspections, Field Supervision, etc.

Senior Consultant	Per Hour	\$ 195.00
Senior Project Manager/ Engineer	Per Hour	\$ 155.00
Project Engineer	Per Hour	\$ 120.00
Assistant Project Engineer/Project Manager	Per Hour	\$ 119.00
Staff Engineer	Per Hour	\$ 100.00

CONSTRUCTION INSPECTION AND FIELD TESTING

Special Inspector (Threshold)		\$155.00
On-Site Inspector (Bolt/Weld & Structural Steel)		\$ 95.00
Construction Services Manager	Per Hour	\$ 90.00
Senior Engineering Technician	Per Hour	\$ 70.00
Engineering Technician	Per Hour	\$ 55.00
Laboratory Technician	Per Hour	\$ 60.00

ENVIRONMENTAL TESTING

Environmental Technician	Per Hour	\$ 78.00
Asbestos Surveyor	Per Hour	\$ 78.00
Licensed Asbestos Consultant	Per Hour	\$ 150.00

SUPPORT PERSONNEL

Technical Draftsman/CADD Operator	Per Hour	\$ 61.00
Technical Secretary	Per Hour	\$ 61.00

MISCELLANEOUS EXPENSES

Outside Services and Expenses	Per Job	At Cost + 15%
Copying and Faxing	Per Page	\$ 0.20

TERMS: All invoices are and payable upon receipt unless other arrangements have been made previously. A finance charge of 1.5% per month, which is an annual interest rate of 18%, will be paid on all invoices not paid within 30 days. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by the Client.

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SUBSURFACE FIELD EXPLORATION
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MOBILIZATION

Standard Mobilization and Demobilization		(Quote per Project)
Mud Bug Mobilization and Demobilization		(Quote per Project)
Mileage - Rig (outside 50 mile radius)	Per Rig-Mile	\$ 1.00
Mileage - Truck (outside 50 mile radius)	Per Truck-Mile	\$ 0.75
Remote Islands		(Quote per Project incl. Barge Fees)
Portable Barge		(Quote per Project)
Daily Crew Trip Charge (outside 25-mile radius)	Per Site/Per Day	\$ 158.00

STANDARD DRILLING

Hand Auger	Per Lineal Foot	\$ 15.00
Auger Borings (4-inch)	Per Lineal Foot	\$ 15.00
Wash Borings - Cuttings Only (up to 3 inch)		
• Soil drilling	Per Lineal Foot	\$ 13.00
• Rock drilling	Per Lineal Foot	\$ 19.00
Dynamic Cone Penetrometer	Per Lineal Foot	\$ 16.00
Standard Penetration Test (SPT) Borings (ASTM D-1586) in soil (N-values <50):		
• from surface to 25 feet	Per Lineal Foot	\$ 16.00
• from 25 feet to 50 feet	Per Lineal Foot	\$ 19.00
• from 50 feet to 75 feet	Per Lineal Foot	\$ 21.00
• from 75 feet to 100 feet	Per Lineal Foot	\$ 24.00
• from 100 feet to 150 feet	Per Lineal Foot	\$ 33.00
Standard Penetration Test (SPT) Borings in high resistance soil/rock (N-values >50)	Add'l Per Lineal Foot	\$ 3.00
Furnish, Install, and Remove Casing (up to 4-inch)	Per Lineal Foot	\$ 8.00
Support Water Truck (Time Basis)	Per Day	\$ 183.00

SAMPLING - Continuous SPT Sampling

• from 10 feet to 25 feet	Per Additional Sample	\$ 25.00
• from 25 feet to 50 feet	Per Additional Sample	\$ 30.00
• from 50 feet to 75 feet	Per Additional Sample	\$ 33.00
• from 75 feet to 100 feet	Per Additional Sample	\$ 35.00
• from 100 feet to 150 feet	Per Additional Sample	\$ 43.00
Undisturbed Samples		
• Shelby Tube	Per Sample	\$ 110.00
• Fixed-Position Shelby Tube	Per Sample	\$ 121.00
Rock Coring (up to 3-inch)	Per Lineal Foot	\$ 56.00

OTHER CHARGES

Site Reconnaissance and Utility locate as required by Chapter 556, FS		(Quote per Project)
Difficult Access	Per Crew-Hour	\$ 183.00
Hole Location and Set-Up	Per Crew-Hour	\$ 183.00
Standby Time	Per Crew-Hour	\$ 183.00
Decontamination	Per Crew-Hour	\$ 183.00
Bore Hole Grouting and Sealing	Per Crew-Foot	\$ 4.00
Materials	Per Job	At Cost + 15%

SPECIAL DRILLING/SOUNDING

Prices for special drilling (barge drilling; air boat sampling; amphibious drilling; NG 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 field tests will be determined per project.

TERMS: All invoices are and payable upon receipt unless other arrangements have been made previously. A finance charge of 1.5% per month, which is an annual interest rate of 18%, will be paid on all invoices not paid within 30 days. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by the Client.

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SUBSURFACE FIELD EXPLORATION (continued)
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MONITOR WELLS AND PIEZOMETERS (PVC)		
1" to 2" Piezometers in soil (up to 25' deep)	Per Lineal Foot	\$ 41.00
• in rock (N >50)	Add'l Per Lineal Foot	\$ 6.00
2" Monitor Well in soil (up to 25' deep)	Per Lineal Foot	\$ 46.00
• in rock (N >50)	Add'l Per Lineal Foot	\$ 18.00
4" Monitor Well in soil (up to 25' deep)	Per Lineal Foot	\$ 59.00
• in rock (N >50)	Add'l Per Lineal Foot	\$ 23.00
Lockable Security Covers with 2' x 2' x 4" concrete pad		
• 4" x 4" Box Steel (for 2" well)	Each	\$ 204.00
• 6" x 6" Box Steel (for 4" well)	Each	\$ 231.00
• 8" dia. manhole with 2" lockable well cap	Per Set	\$ 290.00
• 12" dia. manhole with 4" lockable well cap	Per Set	\$ 315.00
• Steel reinforcement for concrete pad (4-#4)	Additional Per Pad	\$ 59.00
Development of Well/Piezometer	Per Hour	\$ 81.00
Well Construction Permit	Per Permit	\$ 193.00
IN SITU SOIL PERMEABILITY		
Double-Ring Infiltrometer (ASTM D-3385)	Per Test	\$ 550.00
Air-Entry Permeameter	Per Test	\$ 174.00
Slug or Constant Head Test in Monitor Well/Piezometer	Per Test	\$ 174.00
SWFWMD Open-Hole Exfiltration Test	Per Test	\$ 203.00
Horizontal Permeability Test in Hand Auger Boring	Per Test	\$ 203.00
Vertical Permeability Test in Hand Auger Boring	Per Test	\$ 290.00
GEOPHYSICAL/ENVIRONMENTAL EQUIPMENT (FIELD USE)		
Methane Detector (Rental)	Per Day	\$ 53.00
Organic Vapor (with operator)	Per Hour	\$ 100.00
Vibration Monitor - Equipment	Per Job	At Cost + 15%
Vibration Monitor Technician	Per Hour	\$ 71.00
Sound Level Meter – Equipment Usage	Per Day	\$ 53.00
Turbidimeter	Per Day	\$ 53.00
Ground Penetrating Radar (includes equipment & report)	Per Day	\$ 2600.00
Boat Use - 14 foot	Per Day	\$ 166.00
Other Equipment	Per Job	At Cost + 15%
PILE MONITORING AND LOAD TEST		
Pile Installation Monitor Technician	Per Hour	\$ 71.00
Pile Load Tests - Supply hydraulic jack, Instrumentation and Monitoring		
• Compressive (ASTM D-1143), (up to 200 ton)		(Quote per Project)
• Tensile (ASTM D-3689), (up to 100 ton)		(Quote per Project)
• Lateral (ASTM D-3966), (up to 50 ton)		(Quote per Project)

SPECIAL DRILLING/SOUNDING

Prices for special drilling (barge drilling; air boat sampling; amphibious drilling; NG 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 field tests will be determined per project.

INSTRUMENTATION

Prices for installation of inclinometers, settlement devices and deep (>25'), stainless steel or teflon piezometers/monitor wells will be determined per project.

TERMS: All invoices are and payable upon receipt unless other arrangements have been made previously. A finance charge of 1.5% per month, which is an annual interest rate of 18%, will be paid on all invoices not paid within 30 days. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by the Client.

EXHIBIT A
ARDAMAN & ASSOCIATES, INC.
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LABORATORY TESTING SERVICES
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CLASSIFICATION TESTS

Moisture Content (ASTM D-2216)	Each	\$ 17.00
Organic Content		
• Loss on Ignition (ASTM D-2974, AASHTO T267)	Each	\$ 39.00
• Wet Combustion (AASHTO T194)	Each	\$ 133.00
Unit Weight/Classification (Undisturbed Sample)	Each	\$ 66.00
Sieve Analysis		
• Soil (ASTM D-6913)	Each	\$ 60.00
• Soil Aggregate Mixture or Aggregate (up to 1-in.) (ASTM C-136, AASHTO T27)	Each	\$ 150.00
• Soil Aggregate Mixture or Aggregate (greater than 1-in.) (ASTM C-136, AASHTO T27)	Each	\$ 175.00
Percent Fines Soils (ASTM D-1140)	Each	\$ 35.00
Percent Fines Aggregates (ASTM C-117 or AASHTO T11)	Each	\$ 35.00
Hydrometer Analysis (ASTM D-7928)	Each	\$ 122.00
Particle Size Analysis (AASHTO T88)	Each	\$ 75.00
Atterberg Limits (ASTM D-4318)		
• Plasticity Index less than 150	Per Set	\$ 110.00
• Plasticity Index greater than 150	Add'l Per Set	\$ 69.00
Shrinkage Limit (ASTM D-427)	Each	\$ 99.00
Specific Gravity of Fine Aggregate (AASHTO T84)	Each	\$ 180.00
Specific Gravity of Coarse Aggregate (AASHTO T85)	Each	\$ 100.00
Carbonate Content (FM 5-514)	Each	\$ 130.00
Mohs Hardness	Each	\$ 6.00
Munsell Color	Each	\$ 6.00
Visual Soil Classification (ASTM D-2488)	Each	\$ 7.00

SOIL/AGGREGATE LABORATORY TESTING

Standard Proctor (ASTM D698, AASHTO T99) or Modified Proctor (ASTM D1557, AASHTO T180)		
• Soils	Each	\$ 125.00
• Soil Aggregate and Base Materials	Each	\$ 150.00
Limerock Bearing Ratio (LBR) - 5 Point (FM 1-T180/FM 5-515)	Per Set	\$ 370.00

CONSOLIDATION TESTS

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

PERMEABILITY TESTS

Permeability Test on Sand	Each	\$ 220.00
Permeability Test on Fine Grained Soil		
• $k > 10^{-8}$ cm/sec	Each	\$ 320.00
• $k < 10^{-8}$ cm/sec	Each	\$ 458.00
Permeation with Fluids Other Than Water	Add'l Per Test	\$ 203.00

STRENGTH TESTS

Strength Index Test (Torvane, Penetrometer, etc.)	Each	\$ 6.25
Unconfined Compression Test (ASTM D-2166)		
• Strength Only	Each	\$ 57.50
• With Stress-Strain Curve	Each	\$ 106.00
Direct Shear Tests (Coarse Grained Soils)		
• Conventional Box Shear	Per Normal Load	\$ 305.00
• With Stress Reversals	Per Normal Load	\$ 320.00
Angle of Repose	Each	\$ 53.75
Split Tensile for Rock Cores (ASTM 3967)	Each	\$ 147.00

\$100.00 Minimum Fee for Testing Samples Delivered by Client

SAMPLE PREPARATION AND SPECIAL TESTS

Preparation of Laboratory Samples for Testing (e.g., sedimented or compacted) will be charged at \$20.00 per sample. Prices for Visual Classification, for Special Sample Preparation, for Special Laboratory Tests (Slurry Consolidation, Leaching Tests, Settling Tests, Triaxial Compression Tests, Geotextile Strength 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 \$12.00 per day will be assessed for special long-term laboratory tests (i.e., slurry consolidation, leaching tests, etc.)

TERMS: All invoices are and payable upon receipt unless other arrangements have been made previously. A finance charge of 1.5% per month, which is an annual interest rate of 18%, will be paid on all invoices not paid within 30 days. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by the Client.

EXHIBIT A
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LABORATORY CHEMICAL & GEOSYNTHETIC TESTING SERVICES
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CHEMICAL TESTS

Water pH	Each	\$ 15.00
Water Specific Conductance	Each	\$ 15.00
Turbidity (EPA 180.1)	Each	\$ 30.00
Soil pH (FM 5-550)	Each	\$ 40.00
Soil Specific Conductance	Each	\$ 30.00
Soil Resistivity (ASTM G-57)	Each	\$ 35.00
Soil Corrosivity Series (FM 5-550, 551, 552, 553)	Per Set	\$ 200.00

GEOSYNTHETICS

Geomembrane Thickness (ASTM D-751, D-5199 or D-5994)	Per Sample	\$ 17.25
Geomembrane Asperity Height (ASTM D-7468)	Per Sample	\$ 37.50
Geomembrane Density (ASTM D-792)	Per Sample	\$ 33.50
Geomembrane Tensile Strength (ASTM D-638 or D-6693)	Per Set	\$ 83.75
Geomembrane Tear Resistance (ASTM D-1004)	Per Sample	\$ 73.50
Geomembrane Seams (ASTM D-4437 or D-6392)		
• 5 peel and 5 sheer specimens	Per Set	\$ 49.00
• 10 peel and 5 sheer specimens	Per Set	\$ 73.00
Geotextile Grab Tensile Strength (ASTM D-4632)	Per Set	\$ 83.50
Geotextile Trapezoidal Tear (ASTM D-4533)	Per Set	\$ 98.50
Geotextile Wide-Width Tensile (ASTM D-4595)	Per Set	\$ 127.50
Geotextile Mass/Unit Area (ASTM D-3776 or D-5261)	Per Sample	\$ 33.50
Geotextile Thickness (ASTM D-1777 or D-5199)	Per Sample	\$ 17.50
Geotextile Seam Strength (ASTM D-4884)	Per Sample	\$ 63.50
Geocomposite Bond Strength (ASTM D-7005)	Per Set	\$ 104.00
Geonet Breaking Force (ASTM D-7179)	Per Set	\$ 61.50
GCL Bonding Peel Strength (ASTM D-6495)	Per Set	\$ 61.50
GCL Tensile Strength (ASTM D-6768)	Per Set	\$ 61.50
Interface Indirect Shear (ASTM D-5321)		
• Geosynthetic to Geosynthetic	Per Normal Stress	\$ 284.00
• Geosynthetic to Soil	Per Normal Stress	\$ 387.00
Sample Shipping	Per Job	At Cost + 15%

RADON TESTING

Gamma Radiation Testing with Ludlum Scintillometer	Per Hour	\$ 83.00
Radium-226 Assay, including packaging and transport	Per Sample	\$ 89.00

\$100.00 Minimum Fee for Testing Samples Delivered by Client

SAMPLE PREPARATION AND SPECIAL TESTS

Preparation of Laboratory Samples for Testing (e.g., sedimented or compacted) will be charged at \$20.00 per sample. Prices for Visual Classification, for Special Sample Preparation, for Special Laboratory Tests (Slurry Consolidation, Leaching Tests, Settling Tests, Triaxial Compression Tests, Geotextile Strength 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 \$12.00 per day will be assessed for special long-term laboratory tests (i.e., slurry consolidation, leaching tests, etc.)

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CONCRETE SAMPLING & TESTING

Fresh Concrete

Trip charge (includes travel and setup time)	Per Hour	\$ 50.00
Concrete Cylinders, Compressive Strength (ASTM C-39)	Per Set	\$ 95.00
Concrete Cylinders, Compressive Strength Cast by Others	Each	\$ 28.00
• Additional cylinders from the same sample (more than 5/set)	Each	\$ 17.00
Concrete Beams, Flexural Strength (ASTM C-78)	Set of 3	\$ 275.00
• Additional Beams (more than 3/set)	Each	\$ 60.00
Concrete Beams, Flexural Strength Cast by Others	Each	\$ 50.00
Air Content Determination (ASTM C-173 or C-231)	Per Test	\$ 22.00
Additional Slump Tests (ASTM C-143)	Per Test	\$ 14.00
Unit Weight Determination (ASTM C-138)	Per Test	\$ 50.00
Stand-by Time (in excess of 1/2 hour per set) and/or Monitoring		
Placement	Per Hour	\$ 55.00
Sample Pick-up/Processing	Per Hour	\$ 55.00

Hardened Concrete (including specimens cast by others)

Trip charge (includes travel and setup time)	Per Hour	\$ 55.00
Drilled Concrete Cores, Compressive Strength (ASTM C-42)	Per Core	\$ 32.00
Rebound (Swiss) Hammer Test	Per Group	\$ 83.00
Shotcrete Test Panel (includes coring and compressive strength testing)	Per Core	\$ 65.00
Concrete Slab Moisture Vapor Emission Test (ASTM F-1869)		(Quote per Project)
Concrete Slab Relative Humidity Testing (ASTM F-2170)		(Quote per Project)
Sample Pick-up/Processing	Per Hour	\$ 70.00

MASONRY SAMPLING & TESTING

Trip Charge (includes travel and setup time)	Per Hour	\$ 55.00
Stand-by Time (in excess of 1/2 hour per set)	Per Hour	\$ 55.00
Grout Prism, Compressive Strength (prepared in cardboard forms)	Set of 4	\$ 90.00
Mortar/Grout 2-inch Cubes, Compressive Strength	Set of 3	\$ 105.00
Clay/Concrete Brick and Pavers, Absorption & Net Area		
Compressive Strength	Set of 6	\$ 240.00
Concrete Masonry Units (Hollow), Gross Area		
Compressive Strength	Each	\$ 90.00
Concrete Masonry Units (Hollow), Absorption & Net Area		
Compressive Strength	Set of 6	\$ 480.00
Masonry Prism Assembly (Hollow), Compressive Strength (prepared by others)	Each	\$ 150.00
Sample Pick-up/Processing	Per Hour	\$ 55.00

MINIMUM TRIP FEE:

Failure to notify our office in advance of schedule changes or cancellations will result in a minimum trip fee of \$80.00.

MINIMUM LABORATORY FEE:

Samples delivered by the Client will be subject to a minimum fee of \$100.00 for reporting and administrative fees.

OVERTIME & HOLIDAY:

Charges will be increased by 50% for work performed outside normal business hours (7:00 am to 5:00 pm) and during weekends, official holidays and hours exceeding 8 hours per day or 40 hours per week. A minimum laboratory testing fee may also apply in such cases.

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ASPHALT SAMPLING & TESTING

Trip Charge (includes travel and setup time)	Per Hour	\$ 55.00
Sample Pick-up/Processing	Per Hour	\$ 55.00
In-Place Density Test (ASTM D2950)	Per Test	\$ 25.00
Drilled Core, Bulk Specific Gravity (Density)	Per Test	\$ 42.00
Bitumen Extraction and Aggregate Gradation (FM 5-563, FM 1-T030)	Per Sample	\$ 210.00
Laboratory Density by Marshall Method with Stability & Flow Determinations (FM 5-511)	Per Sample	\$ 170.00

SOIL CEMENT (CEMENT-TREATED BASE)

Mix Design		(Quote per Project)
Field Technician (sampling, portal-to-portal)	Per Hour	\$ 55.00
Field Pills (includes molding & strength testing)	Each	\$ 50.00
Drilled Base Cores, Compressive Strength	Each	\$ 35.00

CORING SERVICES

Mobilization of Coring Equipment	Per Site	\$ 250.00
Coring Crew Time On-site	Per Man/Per Hour	\$ 55.00
Concrete Slab Coring, up to 8 inches of depth (does not include mobilization or crew time)	Per Core	\$ 40.00
Asphalt Pavement Coring	Per Core	\$ 35.00
Base Coring/Depth Verification	Per Core	\$ 42.00
Shotcrete Test Panel (made by others) (includes coring and compressive strength testing)	Each	\$ 65.00
Sample Pick-Up and Handling	Per Hour	\$ 55.00

IN SITU COMPACTION DETERMINATION

Trip Charge (includes travel and setup time)	Per Hour	\$ 55.00
In-Place Density Test (ASTM D-6938 or D-2937)	Per Test	\$ 25.00
Stand-by Time (in excess of ¼ hour per test)	Per Hour	\$ 55.00
Field Moisture Content with "Speedy" Tester (FM 5-507)	Per Test	\$ 10.00
Sampling/Processing of Materials for Laboratory Testing	Per Hour	\$ 55.00

SINGLE FAMILY RESIDENCE – COMPACTION TESTING (BUILDING PADS, FOUNDATIONS AND STEM WALLS)

Includes one trip per lot, up to 4 density tests and reporting	Lump Sum	\$ 250.00
Additional Trips (up to 2 density tests)	Lump Sum	\$ 125.00
Additional density tests (if required)	Each	\$ 25.00

MINIMUM TRIP FEE:

Failure to notify our office in advance of schedule changes or cancellations will result in a minimum trip fee of \$80.00.

MINIMUM LABORATORY FEE:

Samples delivered by the Client will be subject to a minimum fee of \$100.00 for reporting and administrative fees.

OVERTIME & HOLIDAY:

Charges will be increased by 50% for work performed outside normal business hours (7:00 am to 5:00 pm) and during weekends, official holidays and hours exceeding 8 hours per day or 40 hours per week. A minimum laboratory testing fee may also apply in such cases. \$100.00 Minimum Fee for Testing Samples Delivered by or Sampled by Client or Others.

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LABORATORY ANALYTICAL TESTING (includes sample handling and transport)

Sample Kit	Per Well	\$ 25.00
Filter	Per Sample	\$ 35.00
EPA 8021 (1 or 2) water only	Per Sample	\$ 90.00
EPA 8021 (1 & 2) water only	Per Sample	\$ 150.00
EPA 8021 (soil, low level, aromatic or halogenated w/encore)	Per Sample	\$ 300.00
EPA 8310	Per Sample	\$ 150.00
EPA 8260 Water	Per Sample	\$ 225.00
EPA 8270	Per Sample	\$ 375.00
RCRA 8 Metals	Per Sample	\$ 180.00
FL PRO	Per Sample	\$ 130.00
Virgin Preburn (EPA 8021, FL PRO, RCRA-4	Per Sample	\$ 435.00
Non-Virgin Preburn (EPA 8021, FL PRO, RCRA, PCB, & TOX)	Per Sample	\$ 620.00
EPA 8021 (aromatics only) soil w/syringe	Per Sample	\$ 200.00
EPA 8260 soil w/syringe	Per Sample	\$ 375.00
EPA 1311 TCLP Extraction (analysis additional)	Per Sample	\$ 150.00
EPA 8081 Organochlorine Pesticide	Per Sample	\$ 225.00
EPA 8141 Organophosphorus Pesticide	Per Sample	\$ 225.00
EPA 8151 Herbicide	Per Sample	\$ 260.00
EPA 8082 (PCB)	Per Sample	\$ 115.00
Individual Metals	Per Sample	\$ 35.00
Groundwater Sampling per FDEP/SOP	Per Hour	\$ 105.00
Additional Methods (not listed)		(Quote Per Project)
Multiple Analysis Discount		(Quote Per Project)

ASBESTOS SERVICES

Bulk Sample by Polarized Light Microscopy (PLM), Coupled with Dispersion Staining Techniques		
• standard 48 hour turnaround time	Per Sample	\$ 20.00
• 24-hour turnaround	Per Sample	\$ 22.00
Point Count Analysis	Per Sample	\$ 42.00
Air Samples by Phase Contrast Microscopy (NISOH 7400 Method)	Per Sample	\$ 25.00
Air Samples by Transmission Electron Microscopy (TEM)		
• 4-5 day turnaround time	Per Sample	\$ 135.00
• 24-hour turnaround	Per Sample	\$ 225.00

\$100.00 Minimum Fee for Testing Samples Delivered by or Sampled by Client or Others.

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