

## MEMORANDUM

DATE: April 14, 2023

TO: \*\*\*\*ORIGINAL\*\*\*\*  
CITY CLERK

FROM: Michelle Fentress  
Procurement Management Department

SUBJECT: Record Retention

CONTRACT: #20200072R-A2  
CONTRACT TITLE: Consultant Services Related to Structural Designs &  
Evaluations for Bridges

VENDOR NAME: Graef-USA, Inc.  
VENDOR ADDRESS: 2300 Maitland Center Parkway, Suite 210  
CITY & STATE: Maitland, FL 32751

APPROVED BY COUNCIL: N/A

CONTRACT TERM: 10/05/20 THROUGH 10/05/22 (730) calendar days, with a  
one (1) additional 24-month period.

**AMENDMENT #1:** This amendment is to renew the contract for a 24-month  
term. The new expiration date is October 4, 2024.

**COUNCIL APPROVAL:** N/A

**AMENDMENT #2:** This amendment is to add additional services (Asbestos  
Surveys - hourly rates) to the contract.

Please see the attached for (1) original contract for your records





**CONTRACT AMENDMENT**

This amendment by and between the Contractor and the City as defined below shall be effective as of the date this Amendment is fully executed.

<b>Contractor's Full Legal Name:</b>	Graef – USA, Inc.
<b>Solicitation No./Event ID:</b>	20200072R
<b>Solicitation Title/Event Name:</b>	Consultant Services Related to Structural Designs & Evaluations for Bridges
<b>Contract Award Date:</b>	October 5, 2020
<b>Initial Current Contract Term:</b>	October 5, 2020 through October 5, 2022
<b>Current Contract Expiration Date:</b>	October 5, 2024
<b>Requested Contract Expiration Date:</b>	N/A
<b>Initial Contract Amount:</b>	Hourly Rate Price Basis
<b>Current Contract Amended Amount:</b>	Unit Rate Price
<b>Requested Financial Change Amount:</b>	N/A
<b>New Contract Amount:</b>	Unit Rate Price Basis
<b>Amendment No.:</b>	2
<b>Amendment Type:</b>	<b>Increase of Commodities</b>

WHEREAS, the Contract is in effect through the Current Contract Term as defined above; and

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

- ADDITIONAL SERVICES.** This proposal is for professional services for Bridge Hazardous Materials Coordination in Port St. Lucie, FL (Project).

The Project is to coordinate the identification of hazardous materials for as many as 19 bridges maintained by the City that may contain hazardous material coatings by having an Asbestos and Lead-Containing Paint Screening Survey performed by others. The bridges included in this proposal are:

<b>Bridge ID #</b>	<b>Bridge Description</b>
945250	Westmoreland Blvd over Howard Creek
945252	Jorgensen Road Bridge Over C-108 Drainage
945254	N Macedo Blvd Bridge over C-108 Canal
945255	Savage Blvd Bridge over E-8 Drainage RW
945256	Savona Blvd Bridge over C-24 Canal
945257	Paar Drive Bridge over E-12/E-84 Drainage RW
945258	Paar Dr. Bridge over C-73 Canal
945259	Savona Blvd Bridge over E-84 Canal
945261	Jeanne Ave Bridge over E-14 Canal
945262	Darwin Blvd Bridge over E-84 Canal
945263	Gettysburg Dr. Bridge over E-114 Canal
945264	Kestor Drive over E-108 Canal
945265	N Quick Circle over E-105 Canal
945266	Undallo Rd Bridge over E-105 Canal
945267	Columbus Dr. Bridge over E-106 Canal
945269	East Blanton Bridge (Peachtree Blvd) over C-104 Canal
945270	Dunn Rd Bridge over C-104 Canal
945271	Selvitz Rd Bridge over C-104 Canal
945272	PSL Blvd Bridge over C-24 Canal

For this Project, GRAEF proposes to provide the following Basic Services on a per bridge basis:

- Review existing plans and conditions
- Coordinate and schedule hazardous material (asbestos and lead) screening survey to be performed by others.
- Review screening survey results.
- Meet with Client to review results and recommendations.
- Provide project management and contract administration.

GRAEF will endeavor to perform the proposed Basic Services per the following schedule:

- GRAEF anticipates providing each task work order on a case by case basis per direction of the City as needed.

For this Project, it is our understanding Client will provide the following services, items and/or information:

- Task work order for bridge re-painting priority.

Contract #20200072R

For this Project, the following are Additional Services that GRAEF could perform but are not included in the Basic Services. If there is interest in these Additional Services, a fee will be negotiated between the Client at GRAEF at the time of need.

- Perform coordination activities associated with the abatement of the hazardous materials.
- Perform Construction Administration services including site visits during construction

For all Basic Services, Client agrees to compensate GRAEF on a lump sum basis as follows (please see attached breakdown of services):

Item #	Description	Rate	Unit
7	Bridge Hazardous Materials Coordination (GRAEF)	\$1,500.00	Per bridge

**Asbestos and Lead-Containing Paint Screening Survey (GLE):**

Item #	Description	Rate	Unit
8	Field Inspector (typically ranges from 5-8 hours)	\$ 85.00	Per hour
9	Paint Coating Testing - Total Metals (typically 1 per bridge)	\$ 80.00	Each
10	Paint Coating Testing - TCLP (typically 1 per bridge)	\$ 150.00	Each
11	PLM Samples (typically ranges from 18-36 per bridge)	\$ 15.00	Each
12	Final Report	\$ 635.00	Each

2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

**CONTRACTOR**

<b>Contractor's Full Legal Name:</b> (PLEASE TYPE OR PRINT)	Graef-USA Inc.
<b>Authorized Signature:</b>	
<b>Printed Name and Title of Person Signing:</b>	Scott D. Hinrichs, P.E. Principal, Vice President
<b>Date:</b>	4/14/2023
<b>Company Address:</b>	2300 Maitland Center Parkway, Suite 210, Maitland, FL 32751

THE CITY OF PORT ST. LUCIE

<b>Authorized Signature:</b>	<i>Caroline Sturgis</i>
<b>Printed Name and Title of Person Signing:</b>	Caroline Sturgis, Office of Management & Budget, and Procurement
<b>Date:</b>	<i>4/17/2023</i>
<b>City Address:</b>	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984



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April 26, 2023

City of Port St. Lucie  
 Thomas Salvador, CPlI  
 121 SW Port St. Lucie Blvd.  
 Port St. Lucie, FL 34984

Subject: Bridge Hazardous Materials Coordination  
 City of Port St. Lucie's Bridges  
 Professional Services Proposal

Dear Mr. Salvador,

Per your request, Graef-USA Inc. (GRAEF) is pleased to provide this proposal for services to the City of Port St. Lucie (Client).

This proposal is for professional services for Bridge Hazardous Materials Coordination in Port St. Lucie, FL (Project).

It is our understanding that the nature of the Project is to coordinate the identification of hazardous materials for as many as 19 bridges maintained by the City that may contain hazardous material coatings by having an Asbestos and Lead-Containing Paint Screening Survey performed by others. The bridges included in this proposal are:

Bridge ID #	Bridge Description
945250	Westmoreland Blvd over Howard Creek
945252	Jorgensen Road Bridge Over C-108 Drainage
945254	N Macedo Blvd Bridge over C-108 Canal
945255	Savage Blvd Bridge over E-8 Drainage RW
945256	Savona Blvd Bridge over C-24 Canal
945257	Paar Drive Bridge over E-12/E-84 Drainage RW
945258	Paar Dr. Bridge over C-73 Canal
945259	Savona Blvd Bridge over E-84 Canal
945261	Jeanne Ave Bridge over E-14 Canal
945262	Darwin Blvd Bridge over E-84 Canal
945263	Gettysburg Dr. Bridge over E-114 Canal
945264	Kestor Drive over E-108 Canal
945265	N Quick Circle over E-105 Canal
945266	Undallo Rd Bridge over E-105 Canal
945267	Columbus Dr. Bridge over E-106 Canal
945269	East Blanton Bridge (Peachtree Blvd) over C-104 Canal
945270	Dunn Rd Bridge over C-104 Canal
945271	Selvitz Rd Bridge over C-104 Canal
945272	PSL Blvd Bridge over C-24 Canal



For this Project, GRAEF proposes to provide the following Basic Services on a per bridge basis:

- Review existing plans and conditions
- Coordinate and schedule hazardous material (asbestos and lead) screening survey to be performed by others.
- Review screening survey results.
- Meet with Client to review results and recommendations.
- Provide project management and contract administration.

GRAEF will endeavor to perform the proposed Basic Services per the following schedule:

- GRAEF anticipates providing each task work order on a case by case basis per direction of the City as needed.

For this Project, it is our understanding Client will provide the following services, items and/or information:

- Task work order for bridge re-painting priority.

For this Project, the following are Additional Services that GRAEF could perform but are not included in the Basic Services. If there is interest in these Additional Services, a fee will be negotiated between the Client at GRAEF at the time of need.

- Perform coordination activities associated with the abatement of the hazardous materials.
- Perform Construction Administration services including site visits during construction

For all Basic Services, Client agrees to compensate GRAEF on a lump sum basis as follows (please see attached breakdown of services):

*Bridge Hazardous Materials Coordination (GRAEF)* = \$1,500.00 per bridge

**Expense Rates**

*Asbestos and Lead-Containing Paint Screening Survey (GLE):*

<i>Field Inspector (typically ranges from 5 – 6 hours)</i>	<b>= \$85.00 per hour</b>
<i>Paint Coating Testing – Total Metals (typically 1 per bridge)</i>	<b>= \$80.00 each</b>
<i>Paint Coating Testing – TCLP (typically 1 per bridge)</i>	<b>= \$150.00 each</b>
<i>PLM Samples (typically ranges from 18 – 36 per bridge)</i>	<b>= \$15.00 each</b>
<i>Final Report</i>	<b>= \$635.00 each</b>

*See attached GLE Proposal and Fee Schedule per bridge.*



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Upon receipt of a formal NTP, GRAEF will commence work on the Project per task work order when given. Graef-USA Inc. looks forward to providing services to the City of Port St. Lucie.

Sincerely,

**Graef-USA Inc.**

**Accepted by: City of Port St. Lucie**

Victor Granados, P.E.  
Sr. Structural Engineer

\_\_\_\_\_  
(Signature)

Scott D. Hinrichs, P.E.  
Principal, Vice President

\_\_\_\_\_  
(Name Printed)

\_\_\_\_\_  
(Title)

Date: \_\_\_\_\_







February 9, 2023

Mr. Victor Granados  
GRāEF  
2300 Maitland Center Parkway, Suite 210  
Maitland, Florida 32751

Sent via email: [Victor.Granados@graef-usa.com](mailto:Victor.Granados@graef-usa.com)

**RE: Revised Proposal for Asbestos & Lead-Containing Paint Screening Survey of 31 Bridges  
City of Port St. Lucie, Florida**

GLE Proposal No.: 23-76347P\_Rev

Dear Mr. Granados:

GLE Associates, Inc. (GLE) is pleased to submit this proposal to GRāEF, hereinafter referred to as the “Client”, for the performance of asbestos-containing material (ACM) and lead-containing paint (LCP) screening surveys at the bridges referenced in the attached spreadsheet for the City of Port St. Lucie, Florida. This proposal outlines our understanding of the project and presents the scope of services, along with the cost to perform the work.

### SCOPE OF SERVICES

#### Pre-Renovation Asbestos Survey

GLE will perform a bridge survey for ACM that will generally consist of the following items:

1. Review of previous records, if available
2. Visual observations of friable and non-friable ACM
3. Physical assessments of suspect friable materials
4. Bulk sampling
5. Laboratory analysis
6. Recommendations and conclusions

The survey will consist of a walkthrough/assessment of the accessible spaces associated with each bridge. Based upon information provided to our office we understand that the survey has been requested because of planned renovation activities of the bridges referenced in the attached spreadsheet.

GLE Associates, Inc.

Mr. Victor Granados  
GLE Proposal No.: 23-76347P\_Rev  
February 9, 2023; Page 2

After the visual observation of accessible spaces on the bridge is completed, representative samples of each suspect material will be obtained. The sampling protocol will be determined in the field by our surveyor based on previous experience and in accordance with applicable OSHA and NESHAP guidelines.

GLE will also collect bent bearing pad samples as part of this project. In the event that the subject bent bearing pads cannot be safely accessed using a 24-foot ladder, we request that the client arrange alternative means to gain access to the subject bent bearing pad system. Samples collected on the project will be analyzed using polarized light microscopy (PLM). This is the method of analysis that is recommended by the Environmental Protection Agency (EPA). Analysis of samples will be performed by a laboratory accredited by the National Voluntary Laboratory Accreditation Program (NVLAP).

### **Lead -Containing Paint Screening**

#### Paint Coating Testing–Total Metals

GLE will collect representative samples of paint coatings to be analyzed for total metals (Arsenic, Cadmium, Chromium, Lead and Zinc) identification by atomic absorption spectroscopy (AAS) or inductively coupled plasma emission spectroscopy (ICP). Analysis of the samples will be performed by a laboratory participating in the EPA's Environmental Accreditation Program (NLLAP) administered by the American Industrial Hygiene Association. These are the methods of analysis recommended by the Environmental Protection Agency (EPA).

#### Paint Coating Testing–Toxicity Characteristic Leachate Procedure (TCLP)

All waste generated during paint removal and/or subsequent manual demolition or renovation activities should be characterized by Toxicity Characteristic Leachate Procedure (TCLP) testing for waste disposal purposes. As requested, each paint chip sample submitted for total metals analysis will also be analyzed by TCLP in accordance with EPA Test Method 1311 for Arsenic, Cadmium, Chromium and Lead. Analysis of samples will be performed by a laboratory participating in the EPA's Environmental Accreditation Program (NLLAP) administered by the American Industrial Hygiene Association.

A paint survey report will be generated and will include laboratory analytical results, drawing identifying sample locations, conclusions and recommendations. The report will satisfy OSHA requirements for identification of the presence of the analyzed heavy metals and may be used as the basis for future renovations and/or demolition activities.

Mr. Victor Granados  
GLE Proposal No.: 23-76347P\_Rev  
February 9, 2023; Page 3

### **FEES**

We agree to perform the work outlined above for each bridge as follows on the attached spreadsheet.

After the completion of the field observations, laboratory analysis and hazard assessment, GLE will develop a final report outlining recommendations and conclusions for dealing with the ACM/MBC determined to be present at the bridge surveyed.

### **SCHEDULE**

Following authorization to proceed, survey work can be coordinated typically within 24-48 hours. Laboratory analysis can generally be completed in four to five working days following completion of the field investigation dependent upon the actual number of samples analyzed. We will provide a final written report within one week upon receipt of the sample analysis, and sooner if at all possible. Verbal results, however, can be supplied immediately after the laboratory analysis is complete.

Should this proposal meet with your approval, please complete the attached Proposal Acceptance Sheet (PAS). This letter, with the completed PAS, will serve as a contract between us.

GLE appreciates the opportunity to offer our services to you. If you should have any questions concerning this proposal, please do not hesitate to call.

Sincerely,  
**GLE Associates, Inc.**



John C. Simmons  
Vice President



Robert B. Greene, PE, PG, CIH, LEED AP  
President  
Florida LAC # 0000009

JCS/RBG/lb

Attachment



Bridge #	Total Length	Location/County	Total # of Field Inspectors/Travel	Total hrs per Inspector		Total # of Paint Chip Samples		Total # of TCLP Samples		Total # of PLM Samples		Total # of Reports to review		Total # of Reports for CAD Work		Total hrs of WP for reports		Total hrs of LAC for reports		Truck Rate	Total Cost		
				Cost	\$ Rate per hr	Cost	\$ Rate per sample	Cost	\$ Rate per sample	Cost	\$ Rate per hr	Cost	\$ Rate per hr	Cost	\$ Rate per hr	Cost	\$ Rate per hr	Cost	\$ Rate per hr				
940160	248'	Becker Road over I-95	1	6	\$510.00	1	\$80.00	1	\$150.00	36	\$540.00	1	2	\$190.00	1	2	\$150.00	1	\$65.00	1	\$150.00	\$ 80.00	\$1,915.00
940161	264.1'	Crosstown Parkway over I-95	1	6	\$510.00	1	\$80.00	1	\$150.00	36	\$540.00	1	2	\$190.00	1	2	\$150.00	1	\$65.00	1	\$150.00	\$ 80.00	\$1,915.00
941001	196.9'	Becker Road Bridge over Florida's Turnpike	1	7	\$595.00	1	\$80.00	1	\$150.00	36	\$540.00	1	2	\$190.00	1	2	\$150.00	1	\$65.00	1	\$150.00	\$ 80.00	\$2,000.00
944018	598.1'	Crosstown Bridge over Fla Turnpike	1	8	\$680.00	1	\$80.00	1	\$150.00	36	\$540.00	1	2	\$190.00	1	2	\$150.00	1	\$65.00	1	\$150.00	\$ 80.00	\$2,085.00
944019	4,000'	Crosstown Parkway over St Lucie River	2	10	\$1,700.00	2	\$160.00	2	\$300.00	72	\$1,080.00	1	2	\$190.00	1	4	\$300.00	1	\$65.00	1	\$150.00	\$ 80.00	\$4,025.00
945250	199.5'	Westmoreland Blvd over Howard Creek	1	6	\$510.00	1	\$80.00	1	\$150.00	36	\$540.00	1	2	\$190.00	1	2	\$150.00	1	\$65.00	1	\$150.00	\$ 80.00	\$1,915.00
945251	287.1'	South Bend Blvd Bridge over C24 Canal	1	6	\$510.00	1	\$80.00	1	\$150.00	36	\$540.00	1	2	\$190.00	1	2	\$150.00	1	\$65.00	1	\$150.00	\$ 80.00	\$1,915.00
945252	89.9'	Jorgensen Road Bridge Over C-108 Drainage	1	5	\$425.00	1	\$80.00	1	\$150.00	21	\$315.00	1	2	\$190.00	1	2	\$150.00	1	\$65.00	1	\$150.00	\$ 80.00	\$1,605.00
945253	89.9'	Selvitz Rd Bridge over C-108	1	5	\$425.00	1	\$80.00	1	\$150.00	21	\$315.00	1	2	\$190.00	1	2	\$150.00	1	\$65.00	1	\$150.00	\$ 80.00	\$1,605.00
945254	105.0'	North Macedo Blvd Bridge over C-108 Canal	1	5	\$425.00	1	\$80.00	1	\$150.00	21	\$315.00	1	2	\$190.00	1	2	\$150.00	1	\$65.00	1	\$150.00	\$ 80.00	\$1,605.00
945255	49.9'	Savage Blvd Bridge over E-8 Drainage RW	1	5	\$425.00	1	\$80.00	1	\$150.00	18	\$270.00	1	2	\$190.00	1	2	\$150.00	1	\$65.00	1	\$150.00	\$ 80.00	\$1,560.00
945256	180.1'	Savona Blvd Bridge over C-24 Canal	1	5	\$425.00	1	\$80.00	1	\$150.00	21	\$315.00	1	2	\$190.00	1	2	\$150.00	1	\$65.00	1	\$150.00	\$ 80.00	\$1,605.00
945257	49.9'	Paar Drive Bridge over E-12/E-84 Drainage RW	1	5	\$425.00	1	\$80.00	1	\$150.00	18	\$270.00	1	2	\$190.00	1	2	\$150.00	1	\$65.00	1	\$150.00	\$ 80.00	\$1,560.00
945258	49.9'	Paar Dr. Bridge over C-73 Canal	1	5	\$425.00	1	\$80.00	1	\$150.00	18	\$270.00	1	2	\$190.00	1	2	\$150.00	1	\$65.00	1	\$150.00	\$ 80.00	\$1,560.00
945259	97.1'	Savona Blvd Bridge over E-84 Canal	1	5	\$425.00	1	\$80.00	1	\$150.00	21	\$315.00	1	2	\$190.00	1	2	\$150.00	1	\$65.00	1	\$150.00	\$ 80.00	\$1,605.00
945260	105.0'	PSL Blvd Bridge over E-84 Drainage RW	1	5	\$425.00	1	\$80.00	1	\$150.00	21	\$315.00	1	2	\$190.00	1	2	\$150.00	1	\$65.00	1	\$150.00	\$ 80.00	\$1,605.00
945261	89.9'	Jeanne Ave Bridge over E-14 Canal	1	5	\$425.00	1	\$80.00	1	\$150.00	21	\$315.00	1	2	\$190.00	1	2	\$150.00	1	\$65.00	1	\$150.00	\$ 80.00	\$1,605.00
945262	174.9'	Darwin Blvd Bridge over E-84 Canal	1	5	\$425.00	1	\$80.00	1	\$150.00	21	\$315.00	1	2	\$190.00	1	2	\$150.00	1	\$65.00	1	\$150.00	\$ 80.00	\$1,605.00
945263	49.9'	Gettysburg Dr. Bridge over E-114 Canal	1	5	\$425.00	1	\$80.00	1	\$150.00	18	\$270.00	1	2	\$190.00	1	2	\$150.00	1	\$65.00	1	\$150.00	\$ 80.00	\$1,560.00
945264	45.9'	Kestor Drive over E-108 Canal	1	5	\$425.00	1	\$80.00	1	\$150.00	18	\$270.00	1	2	\$190.00	1	2	\$150.00	1	\$65.00	1	\$150.00	\$ 80.00	\$1,560.00
945265	45.9'	North Quick Circle over E-105 Canal	1	5	\$425.00	1	\$80.00	1	\$150.00	18	\$270.00	1	2	\$190.00	1	2	\$150.00	1	\$65.00	1	\$150.00	\$ 80.00	\$1,560.00
945266	45.9'	Undallo Rd Bridge over E-105 Canal	1	5	\$425.00	1	\$80.00	1	\$0.00	18	\$270.00	1	2	\$190.00	1	2	\$150.00	1	\$65.00	1	\$150.00	\$ 80.00	\$1,410.00
945267	46.9'	Columbus Dr. Bridge over E-106 Canal	1	5	\$425.00	1	\$80.00	1	\$150.00	18	\$270.00	1	2	\$190.00	1	2	\$150.00	1	\$65.00	1	\$150.00	\$ 80.00	\$1,560.00
945269	96.1'	East Blanton Bridge (Peachtree Blvd) over C-104 Canal	1	5	\$425.00	1	\$80.00	1	\$150.00	21	\$315.00	1	2	\$190.00	1	2	\$150.00	1	\$65.00	1	\$150.00	\$ 80.00	\$1,605.00
945270	89.9'	Dunn Rd Bridge over C-104 Canal	1	5	\$425.00	1	\$80.00	1	\$150.00	21	\$315.00	1	2	\$190.00	1	2	\$150.00	1	\$65.00	1	\$150.00	\$ 80.00	\$1,605.00
945271	89.9'	Selvitz Rd Bridge over C-104 Canal	1	5	\$425.00	1	\$80.00	1	\$150.00	21	\$315.00	1	2	\$190.00	1	2	\$150.00	1	\$65.00	1	\$150.00	\$ 80.00	\$1,605.00
945272	214.9'	PSL Blvd Bridge over C-24 Canal	1	6	\$510.00	1	\$80.00	1	\$150.00	36	\$540.00	1	2	\$190.00	1	2	\$150.00	1	\$65.00	1	\$150.00	\$ 80.00	\$1,915.00
945273	21.0'	PSL Blvd over Monterrey Waterway	1	4	\$340.00	1	\$80.00	1	\$150.00	18	\$270.00	1	2	\$190.00	1	2	\$150.00	1	\$65.00	1	\$150.00	\$ 80.00	\$1,475.00
945274	253.9'	Crosstown Pkwy Bridge over C-24	1	6	\$510.00	1	\$80.00	1	\$150.00	36	\$540.00	1	2	\$190.00	1	2	\$150.00	1	\$65.00	1	\$150.00	\$ 80.00	\$1,915.00
949901	215.9'	SLW Bridge Over Florida's Turnpike-WB	1	6	\$510.00	1	\$80.00	1	\$150.00	36	\$540.00	1	2	\$190.00	1	2	\$150.00	1	\$65.00	1	\$150.00	\$ 80.00	\$1,915.00
949902	217.2'	SLW Bridge Over Florida's Turnpike-EB	1	6	\$510.00	1	\$80.00	1	\$150.00	36	\$540.00	1	2	\$190.00	1	2	\$150.00	1	\$65.00	1	\$150.00	\$ 80.00	\$1,915.00



## PROPOSAL ACCEPTANCE SHEET

**Project** Revised Proposal for Asbestos & Lead-Containing Paint Screening Survey of 31 Bridges  
City of Port St. Lucie, Florida

**Cost** Per proposal      **Proposal No./Date/PM**      23-76347P\_Rev/February 9, 2023/JCS

### PAYMENT OF SERVICES

Charge Invoice to:

**Firm** \_\_\_\_\_

**Address** \_\_\_\_\_

**Zip Code** \_\_\_\_\_

**Attention** \_\_\_\_\_ **Title** \_\_\_\_\_

**Telephone** \_\_\_\_\_ **Email** \_\_\_\_\_

### REPORT DISTRIBUTION/CORRESPONDENCE

Two reports will be provided for the cost estimate above; additional reports are charged at \$50.00 each. Reports will be sent to:

**Firm** \_\_\_\_\_

**Address** \_\_\_\_\_

**Zip Code** \_\_\_\_\_

**Attention** \_\_\_\_\_ **Title** \_\_\_\_\_

**Telephone** \_\_\_\_\_ **Email** \_\_\_\_\_

### SPECIAL INSTRUCTIONS

\_\_\_\_\_

\_\_\_\_\_

### PROPERTY OWNER IDENTIFICATION

**Firm** \_\_\_\_\_

**Address** \_\_\_\_\_

**Zip Code** \_\_\_\_\_

**Attention** \_\_\_\_\_ **Title** \_\_\_\_\_

**Telephone** \_\_\_\_\_ **Email** \_\_\_\_\_

### PROPOSAL ACCEPTANCE

The Terms and Conditions of this Proposal, including the terms on this page and GLE's Standard Terms & Conditions on the following page hereof are:

**Accepted this** \_\_\_\_\_ **day of** \_\_\_\_\_, **20** \_\_\_\_\_

Print or Type individual, firm or corporate body name

Signature of authorized representative

Print or type name or authorized representative and title

GLE Associates, Inc.

## **Standard Terms and Conditions**

CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES (INCLUDING LOSS OF USE, INCOME, PROFITS, FINANCING OR REPUTATION) ARISING OUT OF OR RELATING TO THIS AGREEMENT.

### **PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

**Sampling and Testing Location.** The fees included in our Proposal do not include costs associated with surveying of the site and/or facility to determine accurate horizontal and vertical locations of tests. If surveying is required cost of surveying will be paid by client. Field tests or sample locations described in our report or shown on sketches are based on specific information furnished by others or estimates made in the field by our personnel. Such dimensions or elevations are approximate.

**Client Disclosure:** Client agrees to advise GLE of any hazardous substances or any condition on or near the site that presents a potential danger to human health, the environment, or GLE's equipment. GLE does not assume control or responsibility for the site or the persons in charge of the site, or undertake responsibility for reporting to any federal, state or local agencies any conditions at the site that may present a potential danger to public health, safety or the environment. Client agrees to notify the appropriate federal, state or local agencies as required by law, or otherwise make timely disclosure of any information that may be necessary to prevent damage to human health, safety or the environment. Client acknowledges that GLE may be required to make such disclosures if Client fails to do so and agrees to hold GLE harmless from any such disclosure.

**Scheduling of Services:** The services set forth in GLE's proposal will be accomplished in a timely and professional manner by GLE personnel. If GLE is required to delay commencement of the services or if, upon embarking upon its services, GLE is required to stop or interrupt the progress of its services as a result of changes in the scope of work requested by the Client, to fulfill the requirements of third parties, or for other causes beyond the direct reasonable control of GLE, additional charges will be applicable and payable by Client. Should completion of any portion of services be delayed for causes beyond the reasonable control of, or without the fault or negligence of, GLE, the time of performance shall be extended for a period equal to the delay.

**Sample and Waste Disposal:** Samples are generally consumed and altered during testing and are disposed of immediately upon completion of tests. If Client wishes GLE to retain any test samples, then, at Client's written request, GLE will use its best efforts to retain preservable samples or the residue therefrom but only for a mutually acceptable time and for an additional charge. GLE reserves the right to refuse storage of any samples. Client agrees that GLE is not responsible or liable for loss of samples retained in storage. If Client requests GLE to containerize drilling water and/or fluids produced by GLE's activity ("waste"), Client will provide a secure storage location at or near the project site to prevent tampering with the waste. Non-hazardous waste will be disposed of by GLE for an additional charge at an appropriately licensed facility.

In the event that samples or waste contain asbestos, toxic or hazardous substances or constituents, ("contaminants"), GLE will either 1) return the samples or waste to Client for proper disposal or 2) using a manifest signed by Client as generator for an additional fee, have the samples or waste transported to a location selected by Client for final disposal. Client agrees to pay all costs associated with the storage, transporting and disposal of samples of waste. Client recognizes and agrees that GLE is acting as a bailee and at no time assumes title, constructive or expressed, to such samples or waste.

**Unforeseen Occurrences.** If, during the performance of services, any unforeseen hazardous substances or constituents or other unforeseen conditions or occurrences are encountered which, in our sole judgement significantly affect or may affect the services, the risk involved in providing the services, or the recommended scope of services, we will promptly notify Client thereof. Subsequent to that notification, Consultant may:

- If practicable, in our sole judgement, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal;
- Agree with Client to modify the Scope of Services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or
- Terminate the services effective on the date specified by us in writing.

**Documents.** Client will furnish or cause to be furnished such reports, data, studies, plans, specifications, documents and other information deemed necessary by us for proper performance of our services. We may rely upon Client-provided documents in performing the services required under this Agreement; however, we assume no responsibility or liability for their accuracy. Client-provided documents will remain property of Client. All documents, including

but not limited to, drawings, specifications, reports, field notes, laboratory test data, calculations and estimates prepared by us as instruments of service pursuant to the Agreement, shall be our sole property. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by client for any purpose whatsoever. Client further agrees that under no circumstances shall any documents produced by us pursuant to this Agreement be used at any location or for any project not expressly provided for in this Agreement without our prior written permission. If Client uses all or any portion of our work on another project without our permission, Client shall to the maximum extent permitted by law save us harmless from any and all claims arising from such unauthorized reuse. Further, no part of any document we deliver to Client shall be reproduced or distributed, whether for advertising or any other purpose, without our prior written consent. Any such reproduction or distribution shall be at Client's sole risk and without liability or legal exposure to consultant.

**Field Representative.** The presence of our field personnel either full- or part-time will be for the purpose of providing observation and field testing of specific aspects of the project. Should a contractor be involved in the project, our work does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor should be so advised. The contractor should also be informed that neither the presence of our field representative nor the observation and testing by us shall excuse contractor in any way for defects discovered in contractor's work. It is agreed that we will not be responsible for job or site safety on the project and that we do not have the right to stop the work of the contractor.

**Severability.** In the event that any provision herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and binding upon the parties hereto.

**Priority Over Form Agreements/Purchase Orders:** The Client agrees that the provisions of this agreement shall control and govern over any orders, purchase orders or work orders or other form writings issued or signed by the parties ("orders"), and such forms shall have no force or effect but may be issued by Client to GLE, without altering the terms hereof, solely for the purpose of convenience in ordering services.

**Termination:** This agreement may be terminated by either party with or without cause upon giving (7) days prior written notice to the other party. This agreement will terminate automatically upon the insolvency of the Client. In the event Client requests termination prior to the completion of the proposed services, Client shall take possession of the premises and the materials and equipment paid for and belonging to Client, and GLE shall be paid for all services performed to the date of termination and for all reasonable costs incurred in project closeout.

**Consideration:** The parties agree the charges for GLE's services are sufficiently adjusted downward to include any specific consideration payable to Client for any indemnities or any other clause requiring specific consideration as required under these Terms and Conditions.

**Attorney Authority:** If GLE is being retained by Client's counsel, such counsel represents that he/she has the authority to bind, and hereby expressly binds Client to these Terms and Conditions.

**Survival.** All obligations arising prior to the termination of the Agreement and all provisions of this Agreement allocating responsibility or liability between Client and Contractor shall survive the completion of the services and the termination of this Agreement.

**Integration.** This Agreement and the documents attached hereto and which are incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties.

**Governing Law.** This Agreement and any amendments to it shall be governed in all respects by the laws of the State of Florida. The parties hereby agree that the venue for any lawsuit filed by any person pursuant to this Agreement shall only be in Hillsborough County, Florida. Each party hereby irrevocably submits itself to the original jurisdiction of the state and federal courts sitting in or having jurisdiction over Hillsborough County, Florida with regard to any controversy in any way relating to the execution, delivery or performance of this Agreement. "The parties each had an opportunity to review and negotiate this agreement and this agreement shall not be construed more strictly against one party as drafter."

FAWork Contracts Standard T&C's\_FL.doc

**Services to be Provided.** GLE Associates, Inc., an independent consultant, agrees to provide Client for its sole benefit and exclusive use consulting services set forth in our Proposal.

**Definitions.** When used herein, the terms "we", "us", or "our" refer to Consultant and the terms "you", "your", "he", "his", "it" and "its" refer to client.

**Right of Entry and Right to Proceed.** Client grants a right of entry from time to time to consultant, its agents, staff, consultants, and contractors or subcontractors, for the purpose of performing and with the right to perform all acts, studies and research including without limitation the making of tests and evaluations, pursuant to the agreed services. Client represents that he possesses all necessary permits and licenses required for the continuation of its activities at the site.

**Billing and Payment.** Unless otherwise indicated in our Proposal, our billings will be based on actual accrued time, test costs, and expenses. Client agrees to pay invoice upon receipt. Should payment not be received within 30 days, the amount due shall bear a service charge of 1-1/2 percent per month or 18 percent per year, and the cost of collection including reasonable attorney's fees, if so collected by law through an attorney. In lieu of the statutory post judgment rate provided by section 55.03, Florida Statutes, as amended, the interest rate of 1-1/2 percent per month or 18 percent per year shall also apply post-judgment, as permitted by the aforementioned statute. If 1-1/2 percent per month exceeds the maximum allowed by law, the charge will automatically be reduced to the maximum legally allowed. If Client has any objections to any invoice or part thereof submitted by Consultant, he shall so advise us in writing giving his reasons within 14 days of receipt of such invoice. Client agrees it will not exercise any right of set-off if has under this Agreement, any continuing agreement with Consultant, or any right of set-off provided by law. No deduction shall be made from Consultant's invoice on account of penalty, liquidated damages, or other sums withheld from payments to contractors or others. Payment of the invoice shall constitute final approval as to all aspects of the work performed to date as well as the necessity thereof. If the project is terminated in whole or in part then we shall be paid for services performed prior to our receiving or issuing written notice of such termination, in addition to our reimbursable expenses and any shut down costs incurred. Shut down costs may, at our sole discretion, include completion of analysis and records necessary to document our files and protect our professional reputation.

**Damage at Site.** We will not be liable for any property damage or bodily injury arising from damage to or interference with structures including without limitation, pipes, tanks, telephone cables, etc., which are not called to our attention in writing and correctly shown on the plans furnished by client in connection with work performed under this Agreement. Client recognizes that the use of test equipment may unavoidably affect, alter, or damage buildings, structures and equipment in, at, or upon the site. Client accepts the fact that this is inherent to our work and will not hold us liable or responsible for any such affect, alteration or damage.

**Standard of Care and Warranty.** Professional services provided by us will be performed, findings obtained, and recommendations prepared in accordance with generally accepted architecture and engineering principles and practices. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED.

**Public Liability.** Consultant maintains workers' compensation and employer's liability insurance for our employees as required by state laws. In addition, we maintain comprehensive general liability and auto liability insurance.

A Certificate of insurance can be supplied evidencing such coverage. We will not be liable or responsible for any loss, damage or liability beyond the amounts, limits, coverage, or conditions of such insurance specified above.

**Indemnity.** Client and GLE agree to hold harmless and indemnify the other, their respective agents, their respective employees, and their respective subcontractors from and against any and all losses, liabilities, and costs and expenses of every kind (including the cost of defense, investigation, settlement, and reasonable attorneys fees) to the proportional extent such losses, liabilities and costs and expenses arise out of the negligent acts, errors or omissions or willful misconduct by either party respectfully or from any violation of any and all applicable statutes, ordinances, rules and regulations of any government or of any agency by either party respectfully. Client shall, in the event of liability arising out of their joint negligence or willful misconduct, indemnify and save each other harmless in proportion to their relative degree of fault.

**Limitation of Liability:** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND FOR ADDITIONAL CONSIDERATION OF \$10, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE CLIENT AGREES THAT GLE'S LIABILITY, AND THAT OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUBCONTRACTORS, TO CLIENT, ANY SECONDARY CLIENTS OR ANY THIRD PARTY DUE TO GLE'S BREACH OF CONTRACT OR NEGLIGENT PROFESSIONAL ACTS, ERRORS OR OMISSIONS WILL BE LIMITED TO AN AGGREGATE OF \$50,000 OR THE TOTAL FEES PAID BY CLIENT TO GLE UNDER THE PROPOSAL, WHICHEVER IS LESS. NEITHER PARTY SHALL BE RESPONSIBLE TO THE OTHER FOR ANY