

June 13, 2025

City of Clearwater

Attention: Tara Kivett, Engineering Director for the City of Clearwater

**Proposal of Unit Fees and Estimated Quantities for Construction Materials Testing for
South Osceola Parking Garage – Clearwater Fl
Our File: LP254874**

Pursuant to your request, **DRIGGERS ENGINEERING SERVICES, INC.** is pleased to submit unit fees and estimated quantities for Construction Materials Testing at the above referenced project. As seen from the schedule, a total cost of **\$45,005.00** should be budgeted for this project.

The appended schedule should encompass the project needs. However, should additional services be required that are not addressed at this time, please be assured we will contact your office as to costs before proceeding.

It should be understood that the appended fees include all associated engineering review and report preparation costs. If you desire to retain our services, please execute the enclosed copy of the attached Agreement and return to our office.

Should you have any questions or require additional information, please call our office at your convenience.

Respectfully submitted;
DRIGGERS ENGINEERING SERVICES, INC.



Wesley R. Padoll
Construction Services Manager

WRP:ljm

SCHEDULE OF FEES AND ESTIMATED QUANTITIES
South Osceola Parking Garage • Clearwater, Fl

Item	Description	Unit Fee	Hrs./ Qty	Cost
<i>GROUT INJECTION INSPECTION:</i>				
2.3	Technician Time Monitoring Grouting of Void (Est. 2 Weeks)	\$70.00 Hr.	80	\$5,600.00
3.3.1	Grout Cylinders (1 Set of 5 Per Day)	\$12.50 Ea.	50	\$625.00
<i>DEEP FOUNDATION INSPECTION and CONCRETE TESTING:</i>				
5.1	Drilled Shaft Inspection (Est. 8 Weeks)	\$70.00 Hr.	320	\$22,400.00
5.1.1	Technician Overtime	\$91.00 Hr.	80	\$7,280.00
3.2	Cylinder Preparation (ASTM C31) of Fresh Concrete and Pick-Up includes Slump Test (ASTM C143), Temperature (ASTM C-1064) and All Pertinent Field Data- (1 Set of 5 Per Day)	\$55.00 Hr.	120	\$6,600.00
3.3.1	Laboratory Compression 6"x12" Cylinders, 3"x6" Cylinders and 4"x8" Cylinders	\$12.50 Ea.	200	\$2,500.00
Total Construction Materials Testing and Inspection:				\$45,005.00

7.0 ENGINEERING AND PROFESSIONAL SERVICES		
ITEM	DESCRIPTION	UNIT FEE
7.1	Photographer for Documentation of Existing Structure Condition	\$100.00 Hr.
7.2	Photograph Development	Cost + 20%
7.3	Senior Engineer (P.E.)	\$150.00 Hr.
7.4	Principal Engineer (P.E.)	\$175.00 Hr.
7.5	CADD Operator	\$65.00 Hr.
7.6	Clerical	\$55.00 Hr.
7.7	Laboratory Director	\$125.00 Hr.
7.8	Drafting	\$67.50 Hr.
7.9	Lab/Field Technician Time	\$70.00 Hr.

NOTES

1. Normal work hours are 7:00 a.m. to 5:00 p.m., Monday through Friday, holidays excluded. Services required by client on an overtime basis (in excess of 8 hours per day, Saturday, Sunday or Holidays) or outside of normal work hours will be charged the quoted rate x 1.3.
2. Fees for other services provided by **DRIGGERS ENGINEERING SERVICES, INC.** will be supplied upon request.
3. All hourly and mileage rates are charged portal to portal from our Clearwater based office.
4. E-mailed report copies will be sent out by **DRIGGERS ENGINEERING SERVICES, INC.** Additional copies will be charged at a rate of Cost + 15%.
5. Any equipment rental will be charged at Cost + 15%.
6. Out-of-town expenses, should they be required, will be billed at Cost + 15%.
7. All prices are effective for one (1) year and are subject to renegotiation at that time.
8. In-place field density testing, minimum charge of three (3) tests - \$66.00 per trip.

AGREEMENT FOR CONSTRUCTION INSPECTION AND TESTING SERVICES

LP254874

THIS AGREEMENT was made on the 13th day of June, 2025, by and between **DRIGGERS ENGINEERING SERVICES, INC.**, Post Office Box 17839, Clearwater, Florida, 33762, hereinafter referred to as "ENGINEER" and **City of Clearwater** hereinafter referred to as "CLIENT".

ARTICLE I.

Background

CLIENT desires to engage ENGINEER to perform only the limited inspection and testing services described below and in Proposal Exhibit "A". The limited testing services to be performed are:

Construction Materials and Laboratory Testing for South Osceola Parking Garage – Clearwater FI For the fees set forth in the Agreement, CLIENT engages ENGINEER and ENGINEER agrees to perform the services set forth above. This Agreement is subject to all the following terms and conditions.

ARTICLE II. ENGINEER's Services and Responsibilities

- ENGINEER shall provide only the services described above.
- No services shall be required of ENGINEER during any phase (design, construction, or completion of improvements) of the project unless specifically agreed to in a separate writing. Such a separate writing may request, as additional services, consultation during design and/or construction; however, ENGINEER shall not be required to provide any additional services without a prior written agreement concerning the scope of and compensation for same.
- ENGINEER shall not have control or charge of, and shall not be responsible for design or construction means, method, techniques, sequences or procedures of any improvements constructed on or at the project; or for safety precautions and programs in connection with the project, for the acts or omissions of any other engineer (of any type), architect, contractor, subcontractors or any other person performing work on the project or for the failure of any of them to carry out their work in accordance with their contracts and/or duties.
- If, for any reason, the scope of ENGINEER's services changes, ENGINEER's compensation shall be adjusted.
- ENGINEER shall be required to perform this Agreement only in accordance with the degree and standard of care generally accepted in testing practice prevailing in *Pinellas County* at the time any service is rendered. ENGINEER makes no warranties, express or implied, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.

ARTICLE III. CLIENT's Responsibilities

The CLIENT shall:

- Pay the ENGINEER for services rendered. The method of payment shall be as provided in the schedule attached as Exhibit A.
- Provide all criteria and information requested by ENGINEER.
- Assist ENGINEER by placing at his disposal all available written data pertinent to the project including, but not limited to, all geotechnical reports and any other data concerning the design and/or construction of improvement on or planned for the project. ENGINEER will take reasonable precautions to minimize any damage to the property, but it is understood by CLIENT that in the normal course of work, some damage may occur, the correction of which is not part of this Agreement. CLIENT agrees to hold the ENGINEER harmless for any damages to subterranean structures which are not called to the ENGINEER's attention and correctly shown on plans furnished to ENGINEER.
- Provide access to the project and make all provisions for ENGINEER to enter upon public and private lands as required for the ENGINEER to perform his services under this Agreement.
- Examine all reports and other documents presented by the ENGINEER and promptly render, in writing, decisions pertaining thereto within seven (7) days.
- Designate a person to act as CLIENT's representative with respect to the ENGINEER's services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define CLIENT's policies and make decisions with respect to any service covered by this Agreement.
- Give prompt written notice to the ENGINEER whenever the CLIENT observes or otherwise becomes aware of any problem concerning the project.
- Furnish to the ENGINEER, prior to any performance by the ENGINEER under this Agreement, a written copy of all design or construction standards or information the CLIENT shall require the ENGINEER to follow or take into account.
- Waive any right of contribution and shall indemnify and hold harmless ENGINEER, its agents, employees and consultants from and against all claims, damages, losses and expenses, including but not limited to, attorney's fees, arising out of or resulting from or in connection with the performance of any work on the project, provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission of the CLIENT (including inaccuracies in information provided by the CLIENT), the owner of the project, any other engineer (of any type), any architect, any contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not is caused in part by a party indemnified hereunder. This obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation or indemnity which would otherwise exist as to any party or person described in this Agreement.
- In any and all claims against the ENGINEER or any of its agents or employees and consultants by agents or employees of any contractor, subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of Paragraph 9 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for anyone under Workmen's Compensation Acts, Disability Benefit Acts or other employee's benefit acts.

ARTICLE IV. Payment

1. All payments shall be made within thirty (30) days of the date of ENGINEER's invoice. Any amounts not paid shall bear interest at the rate of 12% per annum from the date of invoice. If any amount is not paid and is placed in the hands of a collector or attorney, additional charges will be due for the costs of collection, including all costs and reasonable attorney's fees.

2. If CLIENT does not make timely payments to ENGINEER, ENGINEER may terminate or suspend all services under this Agreement.

3. No deductions, retainage or set offs shall be made from the ENGINEER's compensation.

4. If ENGINEER's services for the project are suspended by the CLIENT, or the project is abandoned in whole or in part by the CLIENT, the ENGINEER shall be paid the total amount owed.

ARTICLE V. Termination

CLIENT may terminate or suspend ENGINEER's services under this Agreement upon paying all sums due ENGINEER and giving ENGINEER ten (10) days prior written notice stating the reasons for such termination or suspension, which notice must be received by the ENGINEER to satisfy the requirements of this section. CLIENT cannot terminate or suspend said services for reasons not the fault of the ENGINEER unless ENGINEER is paid in full for all services rendered as of the date of the notice.

ENGINEER may terminate this Agreement by giving the CLIENT ten (10) days written notice stating the reasons for such termination. If ENGINEER terminates, he will be paid in full for all services performed prior to termination.

ARTICLE VI. Limitation of Liability

ENGINEER's liability for any claim or claims for direct injury, loss or damage made by the CLIENT shall be limited to the amount paid to ENGINEER under this Agreement. Under no circumstances shall ENGINEER be liable for any indirect, special or consequential damages.

ARTICLE VII. Miscellaneous

1. This Agreement is made under, and shall be governed by, the laws of the State of Florida.

2. The individuals signing this Agreement warrant that they have the authority to do so.

3. Neither party is an agent of the other nor has any power to act on behalf of or bind the other.

4. Should suit be brought, or legal action commenced, by either party in order to enforce any provision of this Agreement or in regard to any work done pursuant to the contract, the prevailing party shall be entitled to reasonable attorney's fees plus court costs.

5. No assignment of this Agreement or any rights or duties hereunder shall be valid unless agreed to in writing by all parties to this Agreement.

6. This Agreement sets forth all the rights and obligations of the parties with respect to the project, both with respect to work previously done and to be done.

7. This Agreement supersedes all prior agreements and understandings of any nature and may be modified only in writing.

8. This Agreement is binding upon and insures to the benefits of CLIENT and ENGINEER as well as their successors and assigns.

9. In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the other provisions of this contract shall be valid and binding on the parties hereto.

10. ENGINEER is retained only in connection with testing services on the project and shall not be responsible for any other phase, or portion, of any work.

11. All documents prepared by ENGINEER shall remain the property of ENGINEER.

12. CLIENT agrees that all reports and other work furnished to CLIENT or his agents, which is not paid for, will be returned upon demand and will not be used by CLIENT for any purposes whatever.

13. CLIENT recognizes that conditions may vary from those encountered at the location where tests are made by the ENGINEER and that the data interpretations and recommendations of the ENGINEER are based solely on the information available to him. The ENGINEER will be responsible for those data, interpretations and recommendations, but shall not be responsible for the interpretation by others for the information developed.

14. Test sample storage will be provided at the owner's expense upon written request.

DRIGGERS ENGINEERING SERVICES, INC.

AUTHORIZED BY

MAILING ADDRESS

BY: Wesley R. Padoll
Wesley R. Padoll

CLIENT: _____

(Legal Signature)

ADDRESS: _____

(City, State, Zip)

TITLE: Construction Services Manager

(Typed/Printed Signature)

PHONE: ()

TITLE: _____

FAX: ()

E-MAIL: