

# FAX

**ATTENTION**

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**SUBJECT**

**Number of Pages**

**Date**

**MESSAGE**

DAMMON ENGINEERING INC.

Mr. David Dammon

985-641-5950

985-649-5832

BEULAH LAKE BAPTIST CHURCH - REV. MICHAEL ZACHARIE

504-363-4165

504-450-1216 (CELL PHONE)

Soil Boring Analysis Report

1  
November 2<sup>nd</sup> 2007

To Mr. Dammon,

The following pages are a soil boring analysis proposal from Arcadian Inc. Associates. I am expecting two other soil analysis proposals from two other companies today. I will fax you copies of them as soon as I receive them. Please call me and let me know which one you approve of and recommend. Thanks!

Rev. Michael Zacharie



**Ardaman & Associates, Inc.**  
 1305 Distributors Row  
 Suite I  
 Jefferson, LA 70123  
 Phone: 504.835.2593, Fax: 504.835.2982

## ATTACHMENT A

### GENERAL CONDITIONS

**Parties And Scope Of Work:** Ardaman & Associates, Inc. (herein referred to as AAI) shall include said company, its individual professionals, division, subsidiary or affiliate performing the Work. "Work" means the specific services to be performed by AAI as set forth in this proposal, the Client's acceptance thereof, both incorporated herein by this reference, and these General Conditions. "Client" refers to the person or business entity ordering the Work to be done by AAI. If the client is ordering the Work on behalf of another, the Client represents and warrants that the Client is the duly authorized agent of said party for the purpose of ordering and directing said Work. Further, Client shall disclose any such agency relationship to AAI in writing before the commencement of AAI's Work hereunder. Client agrees that AAI's professional duties are specifically limited to the Work as set forth in this proposal. The Client assumed sole responsibility for determining whether the quantity and the nature of the Work ordered by the Client is adequate and sufficient for the Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom the Client transmits any part of AAI's Work. AAI's Work is for the exclusive use of Client, and its property disclosed principal. In no event shall AAI have any duty or obligation to any third party. The ordering of Work from AAI shall constitute acceptance of the terms of AAI's proposal and these General Conditions.

**Payment:** Payment shall be due within 30 days after date of invoice. Interest at the rate of 18% per annum (or the highest rate allowable by law) from 30 days after date of invoice to date payment is received will be added to all amounts not paid within 30 days after date of invoice. All attorney fees and expenses associated with collection of past due invoices will be paid by Client.

**Right-of-Entry:** Unless otherwise agreed, Client will furnish right-of-entry on the property for AAI to make the planned borings, surveys, and/or explorations. AAI will take reasonable precautions to minimize damage to the property caused by its equipment and sampling procedures, but the cost of restoration or damage which may result from the planned operations is not included in the contracted amount. If Client desires to restore the property to its former condition, AAI will accomplish this and add the cost to its fee.

**Damage to Existing Man-made Objects:** It shall be the responsibility of the Owner or his duly authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects relative to field tests, sampling, or boring locations. When cautioned, advised or given data in writing that reveals the presence or potential presence of underground or overground obstructions, such as utilities, AAI will give special instructions to its field personnel. As evidenced by your acceptance of this proposal, Client agrees to defend, indemnify and save harmless AAI from all claims, including negligence claims, suits, losses, personal injuries, death and property liability resulting from subsurface conditions or damages to subsurface structures or man made objects, owned by Client or third parties, occurring in the performance of the proposed work, whose presence and exact locations were not revealed to AAI in writing, whether such claims or damages are caused in whole or in part by AAI, and agree to reimburse AAI for expenses in connection with any such claims or suits, including reasonable attorney's fees. Client's obligation to indemnify is limited to \$1 million per occurrence, which Client agrees bears a reasonable commercial relationship to the Work undertaken by AAI. Client further agrees that these general conditions are a part of the Work's specifications or bid documents, if any.

**Warranty and Limitation of Liability:** AAI shall perform services for Client in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of competent consultants practicing in the same or a similar locality as the project. In the event any portion of the services fails to comply with this warranty obligation and AAI is promptly notified in writing prior to one year after completion of such portion of the services, AAI will re-perform such portion of the services, or if re-performance is impracticable, AAI will refund the amount of compensation paid to AAI for such portion of the services.

This warranty is in lieu of all other warranties. No other warranty, expressed or implied, including warranties of merchantability and fitness for a particular purpose is made or intended by the proposal for detailing services, by furnishing an oral response of the findings made or by any representations made regarding the services included in this agreement. In no event shall AAI be liable for any special, indirect, incidental, or consequential loss or delay or time-related damages. The remedies set forth herein are exclusive and the total liability of consultants whether in contract, tort (including negligence whether sole or concurrent), or otherwise arising out of, connected with or resulting from the services provided pursuant to this Agreement shall not exceed the total fees paid by Client or \$50,000.00, whichever is greater. Client may, upon written request received within five days of Client's acceptance hereof, increase the limit of AAI's liability by agreeing to pay AAI an additional sum as agreed in writing prior to the commencement of AAI's services. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the greater liability involved.

For services involving or relating to pollution, it is further agreed that the Client shall indemnify and hold harmless AAI and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct and indirect or consequential damages, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the performance of the work by AAI, or claims against AAI arising from the work of others. This indemnification provision extends to claims against AAI which arise out of, are related to, or are based upon, the disposal, discharge, escape, release or saturation of vapors, fumes, acids, alkalis, toxic chemicals, liquids, gases or any other material, irritant, contaminant or pollutant in or into the atmosphere or on, onto, upon, in, into or through the surface or subsurface. Client's obligation to indemnify is limited to \$1 million per occurrence, which Client agrees bears a reasonable commercial relationship to the Work undertaken by AAI. Client further agrees that these general conditions are a part of the Work's specifications or bid documents, if any.

**Sampling or Testing Location:** Unless specifically stated to the contrary, the unit fees included in this proposal do not include costs associated with professional land surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in our report or shown on our sketches are based on specific information furnished to us by others or estimates made in the field by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report.

**Sample Handling and Retention:** Generally test samples or specimens are consumed and/or substantially altered during the conduct of tests and AAI, at its sole discretion, will dispose (subject to the following) of any remaining residue immediately upon completion of test unless required in writing by the Client to store or otherwise handle the samples. (a) NON HAZARDOUS SAMPLES: At Client's written request, AAI will maintain preservable test samples and specimens or the residue therefrom for thirty (30) days after submission of AAI's report to Client free of storage charges. After the initial 30 days and upon written request, AAI will retain test specimens or samples for a mutually acceptable storage charge and period of time. (b) HAZARDOUS OR POTENTIALLY HAZARDOUS SAMPLES: In the event that samples contain substances or constituents hazardous or detrimental to human health, safety or the environment as defined by federal, state or local statutes, regulations, or ordinances ("Hazardous Substances" and "Hazardous Constituents", respectively), AAI will, after completion of testing and at Client's expense: (i) return such samples to Client; (ii) using a manifest signed by Client as generator, will have such samples transported to a location selected by Client for final disposal. Client agrees to pay all costs associated with the storage, transport, and disposal of such samples. Client recognizes and agrees that AAI is acting as a bailee and at no time does AAI assume title of solid waste.

**Discovery of Unanticipated Hazardous Materials:** Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. AAI and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. AAI and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for AAI to take immediate measures to protect health and safety. AAI agrees to notify Client as soon as practicable should unanticipated hazardous materials or suspected hazardous materials be encountered. Client encourages AAI to take any and all measures that, in AAI's professional opinion, are justified to preserve and protect the health and safety of AAI's personnel and the public. Client agrees to compensate AAI for the additional cost of working to protect employees' and the public's health and safety. In addition, Client waives any claim against AAI, and agrees to defend, indemnify and save AAI harmless from any claim or liability for injury or loss arising from AAI's discovery of unanticipated hazardous materials or suspected hazardous materials. Client also agrees to compensate AAI for any time spent and expenses incurred by AAI in defense of any such claim, with such compensation to be based upon AAI's prevailing fee schedule and expense reimbursement policy relative to recovery of direct project costs.

**Joint and Several Liability:** The concept of joint and several liability is basically this: When two or more parties are considered responsible for causing injury or damage, any one of the parties may be made to provide compensation for as much as 100% of the damages assessed. When applied to hazardous materials projects, it is possible that the concept of joint and several liability could be construed to make AAI party or wholly responsible for damages created directly or indirectly by the hazardous materials. Client agrees that it would be unfair for AAI to be exposed to such an action, because AAI had nothing whatsoever to do with the creation of the hazardous condition. Accordingly, Client waives any claim against AAI, and agrees to defend, indemnify and save AAI harmless from any claim or liability for injury or loss arising from application of a joint and several liability concept that would, in any manner, hold or seek to hold AAI responsible for creating a hazardous condition or permitting one to exist. Client also agrees to compensate AAI for any time spent and expenses incurred by AAI in defense of any such claim, with such compensation to be based upon AAI's prevailing fee schedule and expense reimbursement policy relative to recovery of direct project costs.

**Legal Jurisdiction:** The parties agree that any claims brought to enforce any provision of this Agreement shall only be brought in a court of competent jurisdiction located in Metairie, Jefferson Parish, Louisiana. All causes of action arising out of AAI's Work shall be deemed to have accrued and the applicable statute of limitation shall commence to run not later than either the date of substantial completion of the Work for acts or failures to act occurring prior to substantial completion, or the date of issuance of final payment for acts or failures to act occurring after substantial completion of the Work.

**Force Majeure:** AAI shall not be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, acts of God, act or omission of subcontractors, carriers, clients or other similar causes beyond its control.



**Ardaman & Associates, Inc.**

Geotechnical, Environmental and  
Materials Consultants

1 November 2007

**Boula**hland Baptist Church  
P.O. Box 3218  
Harvey, LA 70059

**Attn:** Rev. Michael Zacharie  
PN: (504) 363-4165  
FN: (504) 363-4165  
Cell: (504) 450-1216

**Re:** Geotechnical Investigation Proposal  
Boulahland Baptist Church  
New Single Story Building  
2436 St. Maurice Ave.  
New Orleans (Orleans Parish), LA  
AAI File: P-0703-162

Dear Rev. Zacharis,

As you requested and we discussed, we are pleased to submit this proposal for the referenced project. The following presents our understanding of the proposed project, the required scope of work for geotechnical engineering services, our proposed technical approach, anticipated schedule, and estimated fees. Attachment A lists our standard conditions for geotechnical engineering services.

## 1.0 PROJECT DESCRIPTION AND SCOPE

We understand a new structure will be constructed for Boula

hland Baptist Church at 2436 St. Maurice Ave in New Orleans, Louisiana. The proposed structure will be one-story and of wood construction. The building will be approximately 2700 square feet in plan dimensions. We understand the site is accessible to our truck mounted drilling equipment and that approximately 4 feet of fill will be placed to raise the site above present grade. No structural loading information was provided.

We have formulated a scope of work for the subsurface investigation, the associated geotechnical laboratory testing, and the engineering services based upon your requirements. Our scope is based on our experience with subsurface conditions in the general vicinity of the project site, the anticipated development, and the furnished description of required services.

1305 Distributors Row, Suite 1, Jefferson, Louisiana 70123 Phone (504) 835-2503 FAX (504) 835-2982

Offices in: Bartow, Baton Rouge, Cocoa, Fort Myers, Miami, New Orleans, Orlando, Port Charlotte, Port St. Lucie, Sarasota, Tallahassee, Tampa, West Palm Beach

## BEULAHLAND BAPTIST CHURCH

### 2.0 TECHNICAL APPROACH

The following paragraphs provide the general procedures for the field investigation, laboratory testing, and geotechnical engineering services that will be conducted for the project.

#### 2.1 Field Investigation

For this project, we propose drilling one (1) undisturbed soil boring. The following paragraphs describe the procedures for the undisturbed soil boring.

- 2.1.1. **Undisturbed Soil Boring.** One (1) undisturbed soil boring is proposed to be drilled for this project. The boring will be completed at a depth of 80 feet below the existing ground surface.

The soil boring will be sampled continuously within the upper 10 feet of the ground surface and at intervals of five feet on center or change in strata thereafter.

The soil boring will be advanced initially by dry auger procedures using rotary type drilling equipment to allow observation of ground water conditions. Initial and short-term ground water level measurements will be made wherever ground water is encountered. Upon encountering ground water, the borehole will be advanced using wet rotary techniques to maintain borehole stability.

All samples retrieved from the undisturbed boring will be classified in accordance with the Unified Soil Classification System (USCS). The boring will be grouted full depth in accordance with Louisiana Department of Transportation and Development (LA DOTD) regulations.

#### 2.2 Laboratory Testing

Geotechnical laboratory testing will be performed on selected samples collected during the investigation from the undisturbed soil borings. All geotechnical laboratory tests will be performed in general accordance with the appropriate ASTM standards.

In general, the following laboratory tests will be performed on selected samples:

- Strength tests (unconfined and/or triaxial compression);
- Classification tests (moisture contents, Atterberg Limits, and/or particle size);
- Others as appropriate.

All soil classification will be performed in accordance with the Unified Soil Classification System (USCS).



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## BEULAHLAND BAPTIST CHURCH

### 2.3 Geotechnical Engineering

Following the collection of the field and laboratory data, a geotechnical engineer will perform the evaluations necessary to characterize the subsoil conditions of the site and develop the recommendations for foundation design. The results of the field and laboratory testing programs will be summarized on a soil boring log.

The boring log will include all data applicable to the boring (soil classification, groundwater elevations, date of boring, type of equipment used, laboratory test results, etc.). The boring location will be shown on a soil boring plan included with the geotechnical report.

AAI will make analyses to evaluate foundation recommendations. Specifically, these analyses will include:

- Allowable soil bearing values,
- Allowable pile load capacities (if necessary),
- Estimates of settlement, effects of downdrag, effects of fill and
- General construction procedures and recommendations.

Findings, conclusions, and recommendations will be presented in a report signed by a Professional Engineer registered in the State of Louisiana.

### 3.0 SCHEDULE

For this project, we anticipate being able to mobilize to the site within three (3) weeks of receiving notice to proceed. We anticipate providing a final report within three (3) weeks of completing our fieldwork.

### 4.0 FEES

Based on the scope of services outlined above, we have prepared a cost estimate. We estimate a lump sum fee of ~~\$3,800.00~~ to complete the geotechnical investigation for the project.

Our cost estimate is based on the scope of work defined for the project and in part on an estimate of required services. AAI will be available to answer any questions or give follow-up clarifications without additional charge unless the questions or clarifications require additional analyses outside the defined scope of work.

A significant consideration with respect to the fee estimate is accessibility of the site with our equipment and the location of underground obstructions or utilities prior to our arrival at the site. The fee for this project is based on the presumption that the site is accessible to our truck or ATV mounted equipment.



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**BEULAHLAND BAPTIST CHURCH**

In the event the site is inaccessible using our equipment, the cost of bulldozer assistance may be required for site clearing and/or access assistance. Therefore, additional costs would be necessary. Field delays, other than weather, due to no fault of AAI will be charged at a rate of \$200.00 per hour.

We will not exceed our quoted budget unless the nature of the project changes, or the site is not accessible to our truck mounted equipment. Your approval will be secured before any extra charges are incurred.

**5.0 CONTRACTUAL CONSIDERATIONS**

In lieu of a more formal contract, this proposal can be used as a written agreement of the work scope, schedule, and fees. This proposal includes this written letter and the attached general conditions for geotechnical engineering services. Your signature in the place provided acknowledges your agreement with the terms and conditions of this proposal. Please sign and return an acknowledgment copy of this proposal for our files, or attach your Purchase Order reflecting its terms. An issued Purchase Order is subject to our review and acceptance.

The budget quote will remain in effect for 90 days from the proposal date. Our terms of payment are net 30 days, and a carrying charge of 1.5% per month (19.6 a.p.r.) will be added to all invoices not paid within this period. Invoices will be issued periodically or at the completion of the project.



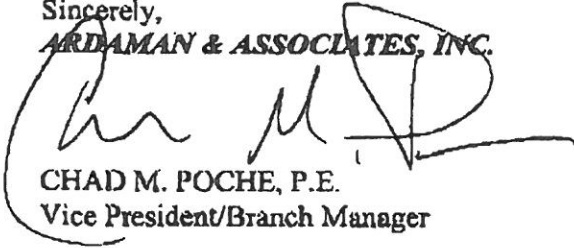
Ardaman &amp; Associates, Inc.

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**BEULAHLAND BAPTIST CHURCH**

Please contact us should you have any questions or need additional information. We appreciate the opportunity to submit this proposal and look forward to serving you on this project.

Sincerely,  
**ARDAMAN & ASSOCIATES, INC.**



**CHAD M. POCHE, P.E.**  
Vice President/Branch Manager

Copies Submitted: (1)

bbl

Attachment A: General Conditions for Geotechnical and Geo-environmental Engineering Services

**Client Authorization of AAI Proposal P-0703-162:**

\_\_\_\_\_  
(authorized signature)

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

\_\_\_\_\_  
(print name)

Title: \_\_\_\_\_

**Individual or Party Responsible for Payment (if different from above):**

Contact: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_



Ardaman & Associates, Inc.