

RESOLUTION NO. 18-367

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING A TASK ORDER TO ARTIBUS DESIGN, LLC FOR THE DESIGN OF SMATHERS BEACH BATHROOM WEST IN AN AMOUNT NOT TO EXCEED \$35,565.00; AUTHORIZING THE CITY MANAGER TO EXECUTE NECESSARY DOCUMENTS IN SUBSTANTIAL CONFORMANCE WITH THE TASK ORDER, UPON CONSENT OF THE CITY ATTORNEY; AUTHORIZING ANY NECESSARY BUDGET TRANSFERS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in Resolution 17-207, the City Commission awarded a contract on a task order basis to Artibus Design, LLC for General Engineering Services; and

WHEREAS, in October 2018, the City executed a Grant Award Agreement (Contract ID# 2159) with Monroe County for a Tourist Development Council (TDC) Grant Award for 100% reimbursement funding for the Smathers Beach West Restrooms Project, in an amount not to exceed \$586,000.00; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA AS FOLLOWS:

Section 1: That a task order to Artibus Design, LLC, for design of a new bathroom on Smathers Beach West, is hereby approved in an amount not to exceed \$35,565.00.

Section 2: That the City Manager is hereby authorized to execute necessary documents, upon advice and consent of the City Attorney.

Section 3: That this project is funded in budget account 101-7201-572-6200 (Project #IS72011901), and any necessary budget transfers are authorized including reimbursement of design and construction fees from the Tourist Development Fund Grant Award Agreement (Contract ID# 2159).

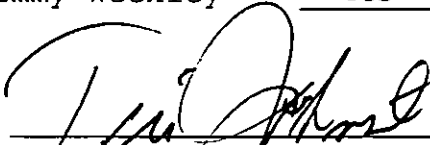
Section 4: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 4th day of December, 2018.

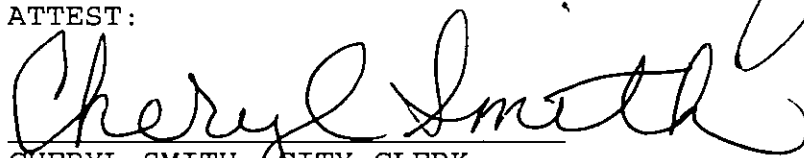
Authenticated by the Presiding Officer and Clerk of the Commission on 5th day of December, 2018.

Filed with the Clerk on December 5, 2018.

|                              |            |
|------------------------------|------------|
| Mayor Teri Johnston          | <u>Yes</u> |
| Commissioner Gregory Davila  | <u>Yes</u> |
| Commissioner Mary Lou Hoover | <u>Yes</u> |
| Commissioner Sam Kaufman     | <u>Yes</u> |
| Commissioner Clayton Lopez   | <u>Yes</u> |
| Commissioner Billy Wardlow   | <u>Yes</u> |
| Commissioner Jimmy Weekley   | <u>Yes</u> |

  
\_\_\_\_\_  
TERI JOHNSTON, MAYOR

ATTEST:

  
\_\_\_\_\_  
CHERYL SMITH, CITY CLERK



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

EXECUTIVE SUMMARY

**EXECUTIVE SUMMARY**

TO: Jim Scholl, City Manager

FROM: Janet Muccino, Project Manager

CC: Steve McAlearney, Engineering Director  
 Marcus Davila, Community Services Director

DATE: November 15, 2018

RE: **Approving a Task Order to Artibus Design, LLC for the design of Smathers Beach Bathroom West**

**ACTION STATEMENT**

Approving a Task Order to Artibus Design (Artibus), for design of a new bathroom facility on Smathers Beach in the amount of \$35,565.

**BACKGROUND**

The Community Services Department requested Engineering Services pursue the design of a new bathroom facility to be located where the original bathroom structure now exists at 1910 South Roosevelt Blvd. at the west end of Smathers Beach.

Engineering Services requested a task order proposal from Artibus to design the new bathroom facility. Artibus is currently under contract with the City for General Engineering Services by Resolution 17-207 dated August 16, 2017.

A copy of the proposal in the amount of \$35,565, dated November 5, 2018, is attached. The proposal includes all components necessary for permitting, bidding, demolition and construction of the bathroom facility including site survey, geotechnical investigation, floor plans, plumbing, electrical and mechanical design and construction administration services. The design fee is consistent with the fee to design a similar facility at Smathers Beach.

**PURPOSE AND JUSTIFICATION**

The existing bathroom at Smathers Beach is in poor condition and requires demolition and replacement. The new construction will be based on the design of the Smathers beach bathroom, at 2018 South Roosevelt Blvd., constructed earlier this year.

The construction of a new bathroom facility is consistent with Key West Strategic Plan Infrastructure Goal #3, Parks and recreation areas are accessible to all residents and visitors.

*Key to the Caribbean - Average yearly temperature 77° F.*

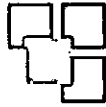
### **FINANCIAL ISSUES**

Fiscal Year 2018/19 budget includes \$586,000 for construction of the bathroom facility which includes \$30,000 for design and \$6,000 for Construction, Engineering & Inspection (CEI) from fund 101-7201-572-6200 (Project No. IS72011901).

The City has secured a grant from the Monroe County Tourist Development Council to reimburse the City 100% for design, CEI and construction of the facility in an amount not to exceed \$586,000.

### **RECOMMENDATION**

Staff recommends approving a Task Order to Artibus Design, LLC to design a new bathroom facility on the west end Smathers Beach in the amount of \$35,565.



**ARTIBUS DESIGN**  
**ENGINEERING AND PLANNING**

**Task Order #1803**

**Structural Engineering Design Services**

**Smathers Beach Bathroom West**  
**1910 S Roosevelt Blvd,**  
**Key West, FL 33040**

**Replacement of existing bathroom facilities.**

**Prepared for**

**City of Key West Engineering Department**

**By:**

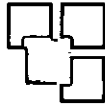
**Artibus Design LLC,**  
**3706 N Roosevelt Blvd, Suite i-208**  
**Key West, FL 33040**

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3706 N. ROOSEVELT BLVD,  
SUITE I-208  
KEY WEST, FL 33040

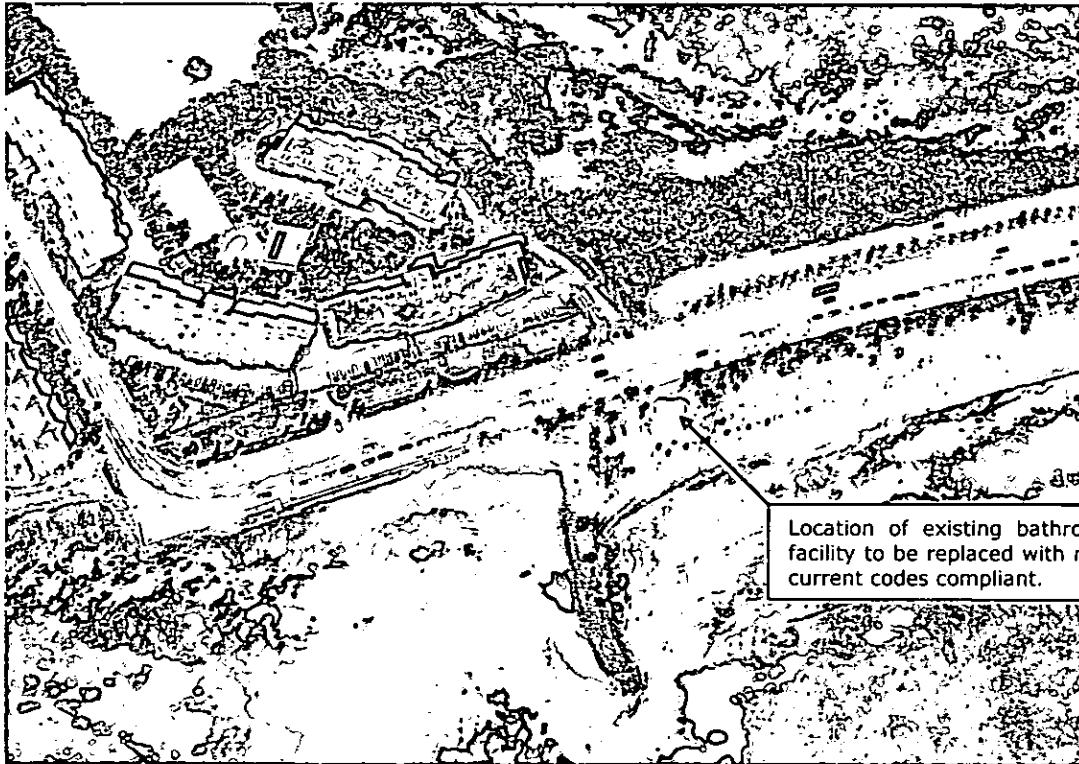
(305) 304-3512  
INFO@ARTIBUSDESIGN.COM  
WWW.ARTIBUSDESIGN.COM

NOVEMBER 5, 2018, TASK ORDER #1803, CITY OF KEY WEST



# ARTIBUS DESIGN

ENGINEERING AND PLANNING



Location Map

## Project Description:

Existing bathroom facility is in poor condition and outdated. Proposed replacement structure shall be designed in accordance with current building, plumbing, electrical and accessibility codes and shall be similar to already constructed structure on the east side of Smathers Beach.

The proposed structure is intended to be constructed approximately at current grade and is located in VE11 flood zone. Wet flood proofing of the structure is intended with structural components designed to withstand flood scour, hydrostatic and hydrodynamic loads including wave action.

The building shall be approximately 22ft by 32ft and have a floor plan similar to the recently constructed facility located on east side of the beach.

The design shall include all components necessary for permitting, bidding and construction of the bathroom facility including floor plans, elevations sections, plumbing, electrical, and mechanical designs.



# ARTIBUS DESIGN

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## ENGINEERING AND PLANNING

Artibus Design LLC is pleased to present this engineering service proposal for the scope described below.

### Scope of work:

#### Task 1. Survey

1.1 See Appendix "A" for Reece & Associates proposal.

#### Task 2. Geotechnical Exploration Services

2.1 See Appendix "B" for Nutting Engineers proposal.

#### Task 3. Site Design Services.

3.1 Prepare preliminary site drawings for demolition, structure placement and associated walkways, ramps, railing etc. to provide accessible access from the South Roosevelt sidewalk to the bathroom entry for City review and comments.

3.2 Incorporate any changes and comments provided by the City.

3.3 Prepare final site drawings suitable for permitting and construction.

#### Task 4. Construction Drawings for ADA compliant bathroom structure, plumbing, ventilation and electrical components.

4.1 Prepare preliminary floor plans and details for review by the City.

4.2 Incorporate any changes and comments provided by the City.

4.3 Prepare final construction drawings as needed for permitting and construction.

#### Task 5. Structural certified calculations as required by FEMA coordination office.

5.1 Prepare set of certified structural calculations to show compliance with FEMA rules and regulations for construction in VE zone.

(PLEASE NOTE THAT THE FINAL GRADE ELEVATIONS OF THE FINISHED FLOOR FOR THE BATHROOM MAY RESULT IN SIGNIFICANT INCREASE OF COST OF STRUCTURAL COMPONENTS. THE LOWER THE FINISHED FLOOR OF THE BATHROOM WILL BE THE HIGHER THE FLOOD LOADS FORCES WILL GET.)

#### Task 6. Coastal construction line permitting assistance with environmental agencies (FDEP).

6.1 See Appendix "C" for Terramar Environmental Services, Inc proposal

#### Task 7. Construction Administration Services.

7.1 Review of submittals.

7.2 Respond to contractors RFIs.

7.3 Up to 5 site visits for progress and final inspection.

7.4 Review of as-built drawings and as-built survey (including grading for ADA compliance) As-built drawings and survey shall be provided by the contractor.

### Deliverables:

1. Preliminary designs in PDF format via e-mail.

2. Five (5) sets of final certified construction drawings.

3. See Appendix "A" for Surveyor scope of service.

4. See Appendix "B" for Geotechnical Engineer scope of service.

5. See Appendix "C" for Terramar Environmental Services, Inc scope of service

6. Up to 5 site visits.

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3706 N. ROOSEVELT BLVD,  
SUITE 1-208  
KEY WEST, FL 33040

(305) 304-3512  
INFO@ARTIBUSDESIGN.COM  
WWW.ARTIBUSDESIGN.COM

NOVEMBER 5, 2018, TASK ORDER #1803, CITY OF KEY WEST





# ARTIBUS DESIGN

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ENGINEERING AND PLANNING

**Assumptions:**

1. City will provide any available documents related to the construction of east side bathrooms.
2. City will provide full and unrestricted access to the property during normal work hours Monday-Friday 7 am till 5 pm.
3. It is understood that the work may be terminated at the end of any task, if the City deems necessary.

**Cost of Work:**

The proposed total lump sum fee for this scope of work shall be: **\$35,565.00**

**Task 1. Survey**

|                             |            |            |
|-----------------------------|------------|------------|
| Reece & Associates proposal | (Lump Sum) | \$3,920.00 |
|-----------------------------|------------|------------|

**Task 2. Geotechnical Exploration Services**

|                            |            |            |
|----------------------------|------------|------------|
| Nutting Engineers proposal | (Lump Sum) | \$4,550.00 |
|----------------------------|------------|------------|

**Task 3. Site Design Services.**

|                           |                        |            |
|---------------------------|------------------------|------------|
| Structural Engineer(P.E.) | 16 hours @ \$150.00/hr | \$2,400.00 |
| Drafting Technician       | 24 hours @ \$85.00/hr  | \$2,040.00 |
| Clerical                  | 2 hours @ \$65.00/hr   | \$130.00   |

**Task 4. Construction Drawings for ADA compliant bathroom structure, plumbing, ventilation and electrical components.**

|                                 |                        |            |
|---------------------------------|------------------------|------------|
| Structural Engineer(P.E.)       | 40 hours @ \$150.00/hr | \$6,000.00 |
| Drafting Technician             | 40 hours @ \$85.00/hr  | \$3,400.00 |
| Clerical                        | 5 hours @ \$65.00/hr   | \$325.00   |
| Estimated Reimbursable Expenses | \$350.00               | \$350.00   |
| (Prints, Mailing etc.)          |                        |            |

**Task 5. Structural certified calculations as required by FEMA coordination office.**

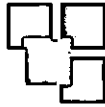
|                           |                        |            |
|---------------------------|------------------------|------------|
| Structural Engineer(P.E.) | 12 hours @ \$150.00/hr | \$1,800.00 |
|---------------------------|------------------------|------------|

**Task 6. Coastal construction line permitting assistance with environmental agencies (FDEP).**

|   |            |            |
|---|------------|------------|
| Terramar Environmental Services, Inc proposal | (Lump Sum) | \$4,320.00 |
|---|------------|------------|

**Task 7. Construction Administration Services**

|                           |                        |            |
|---------------------------|------------------------|------------|
| Structural Engineer(P.E.) | 30 hours @ \$150.00/hr | \$4,500.00 |
| Drafting Technician       | 20 hours @ \$85.00/hr  | \$1,700.00 |
| Clerical                  | 2 hours @ \$65.00/hr   | \$130.00   |



# ARTIBUS DESIGN

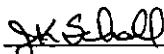
ENGINEERING AND PLANNING


## Schedule of Hourly Rates (Per Approved Contract)

| Title or work description             | Hourly Rate |
|---------------------------------------|-------------|
| Licensed Professional Engineer (P.E.) | \$150.00    |
| Project Manager                       | \$130.00    |
| Certified Engineer Intern (E.I.)      | \$110.00    |
| Structural Inspector (non P.E.)       | \$110.00    |
| Expert Witness (Legal)                | \$350.00    |
| Inspector (non P.E.)                  | \$90.00     |
| Engineering Technician                | \$85.00     |
| Drafting Technician                   | \$85.00     |
| Clerical                              | \$65.00     |

## Schedule of Reimbursable Expenses

| Item description                                  | Rate         |
|---|--------------|
| Large Format Prints (Arch-D, 24"x36") Color       | \$35.00/Each |
| Large Format Prints (Arch-D, 24"x36") Black&White | \$15.00/Each |
| Prints (Tabloid, 11"x17") Color                   | \$5.00/Each  |
| Prints (Tabloid, 11"x17") Black&White             | \$0.75/Each  |
| Prints (8.5"x11") Color                           | \$0.50/Each  |
| Prints (8.5"x11") Black&White                     | \$0.25/Each  |
| Binding Large Format                              | \$50.00/Each |
| Binding Tabloid and Letter Format                 | \$20.00/Each |
| Mailing and Shipping Expenses                     | Cost + 20%   |
| Travel Expenses (outside Monroe County)           | Cost + 20%   |
| Misc. (Discs, Flash Drives, etc.)                 | Cost + 20%   |

Client:  
 Signature  Date 06 DEC 2018  
 James K. Scholl  
 City Manager

By:  
 Signature  Date NOV 05 2018  
 Serge Mashtakov, PE  
 President, Artibus Design LLC



# **ARTIBUS DESIGN**

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**ENGINEERING AND PLANNING**

Appendix "A"  
Reece & Associates proposal  
(see attached)

# REECE & ASSOCIATES

P.O. BOX 432123, BIG PINE KEY, FLORIDA 33043  
PHONE (305) 872-1348  
FACSIMILE (305) 872-5622  
EMAIL reecepta@aol.com

November 2, 2018

Serge Mashtakov, P.E.  
Artibus Design  
3706 N. Roosevelt Blvd., Suite I-208  
Key West, FL 33040

VIA Email: Serge@AritbusDesign.com

Subject: Smathers Bathroom West Key West Project Proposal

Reece & Associates is pleased to submit a lump sum cost proposal for the above-referenced project. This proposal will be good for 120 calendar days from the submittal date. The primary purpose of this proposal is to provide a Topographic Survey for the subject project:

## Scope of Work

Topographic Survey of existing bathroom structure and areas surrounding for approximately 50 feet to the east and west. Limits to the north will be the centerline of South Roosevelt Blvd. Limits to south will be the Mean High Water Line of the Atlantic Ocean.

## Deliverables and Schedule

Five original signed/sealed surveys and two digital copies in PDF and CAD format.  
Deliverables made within 20 working days of notice to proceed.

Our fee to complete the above is: \$3,920.00

Terms: Payment at completion

*All invoices are due and payable in full upon receipt. Surveyor reserves the right to withhold certified prints and CAD files to client or client's consultants until payment is made in full. We are recognized by the State of Florida Board of Land Surveyors and have registered under the provisions of Chapter 472. All services will be in accord with the standards set forth by the Florida Board of Land Surveyors.*

Our firm carries Professional Liability, Errors and Omissions Insurance and Workers' Compensation. Certificates of Insurance are available upon request

The above agreement is hereby acknowledged, and Reece & Associates is authorized to proceed with the above requested services.

---

| Signed | Title | Date |
|--------|-------|------|
|--------|-------|------|

Professional Surveyor and Mapper, LB 7846  
Robert E. Reece, PSM 5632, State of Florida



# **ARTIBUS DESIGN**

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**ENGINEERING AND PLANNING**

Appendix "B"  
Nutting Engineers proposal  
(see attached)



Geotechnical & Construction Materials  
Engineering, Testing, & Inspection  
Environmental Services

Offices throughout the state of Florida

www.nuttingengineers.com info@nuttingengineers.com

November 2, 2018

Artibus Design  
Attn: Mr. Serge Mashtakov, PE  
3706 N. Roosevelt Boulevard/ Ste. I-208  
Key West, FL 33040  
Phone: 305.304.3512/ Email: serge@artibusdesign.com

*Miami Dade County Tier 2 CBE  
Palm Beach County SBE  
SFWMD SBE  
Small Business Administration SBE  
for Federal Projects*

Re: Proposal/Agreement for Geotechnical Exploration Services  
Smather's Beach Restroom Building  
Key West, FL

Dear Mr. Mashtakov:

Nutting Engineers of Florida, Inc. (NE) is pleased to present this proposal/agreement for performing geotechnical engineering services at the referenced project.

Per our conversation on August 28, 2018 and review of the aerial photographs provided, we understand that plans for this project include the demolition and construction of a replacement of an existing restroom building at the referenced site. At the time of this proposal a site plan was not available; however, we anticipate receiving one prior to the initiation of on-site activities. Based on your request for proposal and our understanding of the project, we propose the following scope of work and fee schedule.

**SCOPE OF WORK**

We propose to perform one Standard Penetration Test (SPT) boring in general accordance with ASTM D-1586 specifications to a depth of 30 feet in the area of the proposed restroom building.

At the completion of the on-site work, the soil samples will be returned to our laboratory. We will provide an engineering report including a description of our findings and general site preparation and foundation design recommendations for support of the proposed construction. In order to provide information concerning the engineering properties of the soils encountered, it is anticipated that tests may be performed to determine natural water content, organic content, and sieve analysis on representative soil samples collected from the site. The engineering report will include graphic logs of the test borings and a test boring location plan. We assume the site is accessible to truck mounted drilling equipment and that underground utilities will be cleared by others prior to our performing the on-site work.



## FEE SCHEDULE

The above-indicated scope of work will be performed for an estimated cost of \$4,550.00 based on the following rates and quantities:

|  |                |                |
|--|----------------|----------------|
| Tech. site visit, boring layout, utility clearance | Lump Sum       | \$500.00       |
| Mobilization of equipment/crew, incl. per diem     | 1 @ \$1,500.00 | \$1,500.00     |
| SPT borings* (truck mounted drill rig)             | Lump Sum       | \$950.00 (min) |
| Casing   | Lump Sum       | \$300.00       |
| Soil classification/ laboratory analysis           | Lump Sum       | \$100.00       |
| Project Engineer                                   | Lump Sum       | \$1,000.00     |
| Principal Engineer                                 | Lump Sum       | \$150.00       |
| Clerical/ Admin. for report preparation            | Lump Sum       | \$50.00        |

\*If loose or deleterious soil is encountered it may be necessary to extend the soil boring(s).

Additional requested and authorized services beyond those described above will be provided at customary unit rates with expenses at cost +20%.

### Construction Materials Testing (as may be required):

Pile monitoring - \$65.00/hour  
Proctors - \$130.00/test  
Density tests - \$25.00/test (5 min/trip)  
Concrete cylinders - \$85.00/set  
Trip charge - \$50.00/ea. (if required)  
Bearing capacity completion letter - \$150.00  
Clerical/ Admin. - \$50.00/hour  
Principal Engineer - \$125.00/hour

We currently anticipate starting this work within approximately four business days of receiving written authorization to proceed and a deposit in the amount of \$2,275.00. The on-site work should take approximately two business days to complete. The geotechnical report should be available within approximately 12 - 15 business days after the on-site work is completed.

NE has been offering geotechnical engineering, environmental sciences, materials testing, and structural inspection services for over 50 years in South Florida and the Treasure Coast during which time we have worked on many similar projects. Our commitment to practical, cost effective solutions supported by responsive client services distinguishes our firm and enables us to solve your most demanding technical challenges. Another value-added component NE brings to your project is our staff of experienced professionals including geotechnical engineers, environmental specialists, field personnel who are certified and have been trained to provide a wide range of consulting services, and our dedicated administrative staff.

Our laboratory is checked annually by the Construction Materials Engineering Council (CMEC) and is certified to perform geotechnical engineering and materials testing services for the Florida Department of Transportation (FDOT).



Our sister company, Nutting Environmental of Florida, Inc. (NEF), can assist in your environmental needs. For thirty years, NEF has performed a wide variety of environmental consulting services throughout Florida including Phase I and II environmental site assessments, storage tank removal and tank closure assessments, contamination assessments, design and implementation of remedial action plans (RAP), groundwater monitoring for solid waste and Hazmat permit requirements, assistance with dewatering permitting and much more. NEF can be reached 561-732-7200.

Thank you for providing us the opportunity to present this proposal/agreement. We look forward to working with you on this and future projects.

Respectfully submitted,  
**NUTTING ENGINEERS OF FLORIDA, INC.**

Scott Ersland  
Division Manager

James J. Flaig, P.E.  
Principal/Chief Engineer

Reports and invoices will be addressed to the client as listed below unless other instructions are provided in writing with this executed proposal. The undersigned, as an authorized representative of the entity listed below, approves this proposal and agrees to be bound by the terms and conditions contained in this proposal. Deposit amounts are collected at time of written authorization to proceed. If you are a first time client, we request that the balance due for these services be paid at the time of report completion. Once your account is established, our terms are net 30 days. Any invoices over 30 days will be assessed a 1 1/2 percent service charge per month until paid in full.

**PLEASE ENTER INFORMATION LEGIBLY BELOW SO IT CAN BE UTILIZED FOR PROJECT SET-UP:**

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

Smathers Beach Restroom Artibus Key West geo 11-2-18  
General Terms and Conditions

For the purpose of this project, the addressee of this proposal will be known as the Client. The client is expected to furnish NUTTING ENGINEERS OF FLORIDA, INC. ("NE"), with accurate information including sketch of survey and/or site plan, construction drawings/specifications as appropriate, details of proposed construction including the proposed structural system and loads or existing construction problem information and site accessibility information as appropriate. Other information requirements may be detailed in the enclosed proposal. IF ANY CONDITIONS CHANGE such as building layout, loading, project specifications/design, or unusual site conditions are observed, NE should be notified immediately in writing about the changed condition for possible review and comment. Should the Client wish to impose other conditions and requirements beyond those contained in this proposal such as in a separate contract, we reserve the option to modify contract language, fee amounts, to remove our proposal from consideration or other measures as may be indicated. Delivery - Scheduled upon receipt of written authorization to proceed and deposit unless other arrangements are agreed to in writing. Additional report copies can be provided for a nominal fee to the Client. NE will exercise appropriate measures to ensure project completion within a reasonable time frame





subject to existing workloads. However, NE will not be held responsible for unavailability of necessary project data and site access within the time frame agreed upon for the investigation. Project delivery may be delayed if the ENTIRE signed proposal and deposit are not received in a timely manner. The ENTIRE signed quotation should be returned along with the requested project information. This unsigned proposal is valid for 60 days.

**Payment** - \$2,275.00 deposit required with signed agreement. Directing NE to proceed with the work shall constitute acceptance of the terms of NE's proposal and these General Terms and Conditions. Balance due upon delivery of report. Interest at the rate of 18% per annum or the highest rate allowable by law whichever is less, 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.

**Insurance** - NE maintains Workers' Compensation and Employer's Liability Insurance in conformance with state law. In addition, we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with bodily injury limits of \$1,000,000.00 and property damage limits of \$1,000,000.00. A certificate of insurance can be supplied evidencing such coverage which contains a clause providing that fifteen days written notice be given prior to cancellation.

**Right-of-Entry** - Unless otherwise agreed, Client will furnish right-of-entry on the property for NE to make the planned borings, surveys, and/or explorations. NE will not be responsible for removing fences, earth berms, vegetation or other obstructions for purposes of our investigation. NE 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, NE will accomplish this and add the cost to its fee. Client agrees to waive all claims arising from or related to the failure to provide NE with proper access to conduct its work.

**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 routes of access, field tests, sampling, or boring locations. When cautioned, advised or given data in writing that reveal the presence or potential presence of underground or over-ground obstructions, such as utilities, septic tanks, etc., NE will give special instructions to its field personnel. In addition, Client waives any claim against NE arising from damage to existing man-made objects.

**Warranty and Limitation of Liability** - NE 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 NE is promptly notified in writing prior to one year after completion of such portion of the services, NE will re-perform such portion of the services, or if re-performance is impracticable, NE will refund the amount of compensation paid to NE 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 consulting 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 NE or any of its professional employees be liable for any special, indirect, incidental or consequential loss or damages, including but not limited to impact and delay claims. The remedies set forth herein are exclusive and the total liability of consultant 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. At additional cost, Client may obtain a higher limit prior to commencement of services.

**PURSUANT TO §558.0035, FLORIDA STATUTES, NE'S INDIVIDUAL EMPLOYEES AND/OR AGENTS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THEIR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.**

**Indemnification** - Client agrees to defend, indemnify and save harmless NE from all claims, including negligence claims, suits, losses, personal injuries, death and property liability resulting from NE's performance of the proposed work, whether such claims or damages are caused in part by NE, and agrees to reimburse NE for expenses in connection with any such claims or suits, including reasonable attorney's fees. Client's obligation to indemnify is limited to \$2 million per occurrence, which Client agrees bears a reasonable commercial relationship to the Work undertaken by NE. 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 and/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. It is understood that all drilling locations are accessible to conventional truck mounted drilling equipment unless otherwise specified by the client. If unscheduled remobilizations or use of portable or all terrain equipment is required additional charges will apply. NE will attempt to clear utilities at our excavation/test locations by manual drilling to 3' below land surface (BLS). Any utilities/obstructions present at client specified test locations or below 3' BLS will be the responsibility of the client.

**Sample Handling and Retention** - Generally soil test samples are retained for approximately three months after which time they will be discarded unless written instructions to the contrary are received from the client.

**Legal Jurisdiction** - The parties agree that any actions brought to enforce any provision of this Agreement shall only be brought in a court of competent jurisdiction located in Palm Beach County, Florida. Any and all causes of action arising out of NE's performance of the Work, including but not limited to claims for indemnity, contribution and equitable subrogation, shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than the date of NE's last invoice for the Work performed hereunder.

**Force Majeure** - NE 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, client or other similar causes beyond its control.

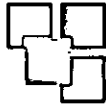
**Documents** - NE shall be entitled to rely upon the accuracy and completeness of all surveys, reports and information furnished by the client. If conditions different from those described in our report are found at the site, NE should be notified in writing immediately upon discovery. NE reserves the right to revise conclusions and recommendations presented in the final report should additional information regarding the project become available. All permits will be obtained by others unless otherwise specified in this proposal or in writing to NE. NE has no liability for consequences of information not provided or unavailable or otherwise not reviewed or known from the normal sources customarily examined by NE in such investigations within the time frame allowed for this investigation under this agreement. The client, entities identified in writing on the address portion of our report, design team professionals engaged by our client and building official staff are entitled to use and rely upon NE's reports for purposes of the current project. Other parties are not authorized to use or rely upon NE's reports unless NE so states in writing.

NE - General Contract Terms and Conditions May 2017

cc: Richard Wohlfarth, P.E. - Principal/ Director of Engineering  
Kristina Berryman - Business Development Manager  
Pavel Cruz - CMT Division Manager

Smathers Beach Restroom Artibus Key West geo 11-2-18





# **ARTIBUS DESIGN**

**ENGINEERING AND PLANNING**

Appendix "C"

Terramar Environmental Services, Inc proposal  
(see attached)



Terramar Environmental Services, Inc.  
1241 Crane Boulevard  
Sugarloaf Key, Florida 33042  
(305) 393-4200 [terramar.env@gmail.com](mailto:terramar.env@gmail.com)

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### Scope of Services and Cost Proposal

|                   |  |
|-------------------|--|
| Date              | November 1, 2018   |
| Client            | Serge Mashtakov P.E., President<br>Artibus Design<br>3706 N. Roosevelt Blvd, Suite I-208<br>Key West, FL 33040   |
| Project           | City of Key West, Smathers Beach Bathroom Replacement  |
| Scope of Services | Assist Artibus Design in obtaining any necessary environmental permits from the US Army Corps of Engineers, Florida Department of Environmental Protection, and Florida Keys National Marine Sanctuary for the proposed Smathers Beach Bathroom Replacement project. Based on preliminary evaluation, it appears that only an FDEP Beaches and Shores approval will be required. |
| Cost              | Time charged @ \$135.00 / hour. Estimated time 32 hours. Total fees not to exceed \$ 4,320.00. No travel or expenses proposed.   |
| Terms             | Invoice on completion of project. Subconsultant to be paid within 15 days of Artibus receiving payment from the City of Key West.  |
| Schedule          | TBD  |