

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING UNDER THE GENERAL ARCHITECTURAL SERVICES CONTRACT WITH BENDER & ASSOCIATES ARCHITECTS, P.A., A WORK ORDER FOR ARCHITECTURAL SERVICES FOR THE MOLE PIER BOAT WASHDOWN FACILITY IN AN AMOUNT NOT TO EXCEED \$25,500.00; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Key West leases from the United States of America through the Department of the Navy a section of the Navy Outer Mole Pier, as per the terms of Public Benefit Lease N69450-12-RP-00166; and

WHEREAS, in Resolution No. 17-190, the City Commission approved a contract for General Architectural Services with Bender & Associates Architects, P.A.; and

WHEREAS, the Navy issued a letter titled Modification of Approval of Design and Construction of Boat Wash Facility, on September 20, 2018, and at the City's request and in response, Bender submitted a proposal dated October 25, 2018, to address the modified scope; and

WHEREAS, the expenditure for this expanded scope of work will be paid from Navy Reserves, and will bring the total project cost to \$25,500.00, which is above the \$20,000.00 threshold requiring City Commission approval. City staff recommends approval of the work order for services pursuant to code of ordinances section 2-797(4), best interests of the City;

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

Section 1: That the attached work order between the City and Bender & Associates Architects, P.A., for Architectural Services for the Mole Pier Boat Washdown Facility, is hereby approved in an amount not to exceed \$25,500.00.

Section 2: That purchase order No. P083885 previously issued to Bender for Boat Wash design will be closed and remaining funds transferred to account #602-1900-519-9800. Funds will be transferred from Navy Reserves Account #602-1900-519-9800 to Navy Repairs and Maintenance Account #602-1900-519-4600 and used to fund a purchase order under Project Number OM19001601.

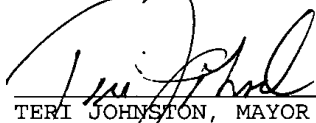
Section 3: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 20th day of November, 2018.

Authenticated by the Presiding Officer and Clerk of the Commission on 21st day of November, 2018.

Filed with the Clerk on November 21, 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

M E M O R A N D U M

EXECUTIVE SUMMARY

TO: Jim Scholl, City Manager
FROM: Jim Bouquet, P.E., Senior Project Manager
DATE: October 26, 2018
RE: **Mole Pier Boat Washdown Architectural Services.**

ACTION STATEMENT:

Approve a proposal from Bender & Associates Architects P.A. in the amount of \$25,500. to provide architectural services for the Mole Pier Boat Washdown Facility as authorized by the Navy. Authorize necessary budget transfers.

BACKGROUND:

In lieu of rent payments to the Navy for the use of the Mole pier, the City of Key West (City) has agreed to facilitate authorized In-Kind Projects as per the terms of Public Benefit Lease (PBL) N69450-12-RP-00166, approved by Resolution 14-034. In accordance with this lease, the Navy has issued the attached In-Kind request letter 11011 AM12/0320 requesting the use of in-kind funds for design and construction of a Boat Washdown Facility at the Mole Pier.

A work order proposal for Mole Pier Entry Boat Washdown Facility design, bidding and construction phase services was requested by the City from Bender & Associates Architects P.A. (Bender). The proposed fee for this work is \$25,500. per the attached Bender proposal dated October 25, 2018.

PURPOSE AND JUSTIFICATION

Design and construction of a boat washdown facility is requested by the Navy in conformance with the Public Benefit Lease (PBL) N69450-12-RP-00166 between the City and the U.S. Navy as requested by the Navy via In-Kind Letter 11011 AM12/0320, issued September 20, 2018.

Key to the Caribbean – Average yearly temperature 77° F.

FINANCIAL IMPACT:

Funds in the amount of \$25,500. will be transferred from the Navy Reserves Account #602-1900-519-9800 to Navy Repairs and Maintenance Account #602-1900-519-4600 and used to fund a purchase order for Bender under Project Number OM19001601.

Work will be performed in accordance with the General Architectural Services Agreement between Bender and the City as approved by Resolution # 17-190.

Purchase order No. P083885 previously issued to Bender for Boat Wash design will be closed and remaining funds transferred to account #602-1900-519-9800.

RECOMMENDATION:

Staff recommends approval of the work order proposal from Bender in the amount of \$25,500. To provide architectural services for the Mole Pier Boat Washdown Facility and authorize any necessary budget transfers.

October 25, 2018



Mr. James Bouquet
City of Key West
1300 White Street
Key West, FL 33040

RE: Truman Waterfront Wash Bay

Jim,

Thank you for asking us to work with you on the boat wash bay at the Truman Waterfront Navy boat ramp area. As discussed, this work will involve modifications to our previous submittal for the boat wash area from August, 2017. The new scope of work will include a similar (size and location) concrete pad boat wash area and pole showers with a trench drain, backflow preventer, water meter, and electrical service (200 amp). The previously proposed metal framed canopy will be substituted with a prefabricated canvas shade structure and the waste water will be run into a detention basin in lieu of the previously proposed gravity feed to an adjacent lift station. Also, the previously designed roadway will be eliminated; #57 stone will be laid over compacted grade for access to the boat wash concrete pad. For reference, the shade canopy structure will be assumed as 'Shade'n Net of Arizona, Inc.' or approved equal.

To complete this work we will use our consultant Atlantic Engineering Services to design the foundation work for the prefabricated shade structure columns, Allen Perez for the design of the retention basin, and PSI (Intertek) for the soils report (for foundation design). We will then modify our existing documents to accommodate the change in scope and incorporate the work from our structural engineer and civil engineer.

Based on the amount of work previously done we propose to move forward with the assumption that schematic design is complete and design development is 50% complete.

100% Design Development/construction documents, 50% submittal, will include all architectural details, structural details, plumbing and electrical plans, schedules and details, as well as specifications and alternate bid items identified. For a project of this scope, we prefer to include the specifications on the drawings.

Bidding and Construction documents, 100% submittal, will incorporate all of the drawings, specifications, and other bid forms necessary to bid and permit the work.

Bidding support will include attendance at Pre-bid meetings, responses to bidder questions, and assistance with, or issuance of, addenda.

Construction phase contract administration will include attendance at OAC meetings and site visit inspections as appropriate and/or as needed.

410 Angela Street
Key West, Florida 33040
Telephone (305) 296-1347
Facsimile (305) 296-2727
Florida license AAC002022
www.BenderArchitects.com

We propose to provide all of the above services for a lump sum fee of \$25,500 which includes all consultant costs and reimbursable expenses. The fee is based on the DMS Fee Guide Calculator using a proposed budget of \$350,000; estimated from our previous proposal & meeting on 9.25.18. This number includes a reduction of \$4,000 to reflect the previous work that has already been completed and remains relevant to the revised scope. The following is a breakdown of the lump sum fee (see also the attached proposals from our consultants).

Task Description	Principal	Staff Architect	Intern Architect	Admin. Assistant
Design Development	2	8	8	
Construction Documents	2	24	8	2
Bidding	2	2		1
Construction Phase	2	6		2
Total Hours	8	40	16	5
\$/hour	\$240	\$160	\$120	\$90
Labor cost	\$1,920	\$6,400	\$1,920	\$450
B&A Labor Cost	\$10,690			
Reimbursable	\$80 (prints)			
AES Cost (see attached)	\$7,480			
Perez Civil Engineering (see attached)	\$2,235			
PSI Geotechnical Services (see attached)	\$5,015			
Total	\$25,500			

Fees will be prorated as follows:

Design/Construction Documents, 50% Submittal	60%	\$ 15,300
Bid/Construction Documents, 100% Submittal	15%	\$ 3,825
Bidding Phase Services	5%	\$ 1,275
Construction Phase Services	20%	\$ 5,100
Total	100%	\$ 25,500

Please call if you have any questions. I look forward to working with you.

Sincerely,



Haven Burkee, Architect



**ATLANTIC
ENGINEERING
SERVICES**

6501 Arlington Expy.
Building B, Suite 201
Jacksonville, FL 32211
PH: 904.743.4633
FX: 904.725.9295
jax@aespi.com
www.aespi.com

October 8, 2018

Mr. Haven Burkee, RA, LEED AP
Bender & Associates Architects, P.A.
410 Angela Street
Key West, FL 33040-7402

Re: Boat Washdown Facility
19 Quay Road
Key West, Florida

AES Project: #318-356

Dear Haven:

I am writing, at your request, to submit this proposal for consulting structural engineering services on the above referenced project. This proposal is based upon an e-mail from you on September 26, 2018, which included the previous drawings for the Boat Washdown Facility, Key West, Florida (100% Submittal) dated August 10, 2017; Report of Geotechnical Exploration, Truman Waterfront Park West of Fort Street, North of Key West Naval Base, Key West, Florida dated June 6, 2014 by Nutting Engineers of Florida, Inc., and vendor information from Shade'n Wet for a pre-engineered fabric shade.

As I understand it, the project will consist of a pre-engineered fabric shade structure on a concrete slab with slope and drainage to a central drainage trough. Atlantic Engineering Services of Jacksonville (AES) will be responsible only for the foundations, and the concrete slab on grade and drainage trough. The shade building manufacturer will be responsible for the shade structure. It is anticipated that the foundations will be deep foundations anchored in the shallow caprock.

The services to be provided by Atlantic Engineering Services of Jacksonville (AES) shall be:

- 1) In the Construction Documents Phase (CD Phase), based on the DD Phase documents approved by the Architect, perform structural analysis and design and prepare drawings setting forth in detail the structural requirements of the project.
- 2) In the CD Phase, prepare the structural sections of the contract specifications. You will provide the preferred format for inclusion by AES. You will prepare the final printing of the contract specifications.
- 3) In the Bidding Phase, attend one (1) pre-bid meeting via conference call or WebEx.
- 4) In the Construction Phase, review and take other appropriate action on the structural shop drawings only for conformance with the design concept of the project and compliance with the information given in the contract documents.

The total fee for the above services 1) through 4) shall be Seven Thousand Four Hundred Eighty Dollars (\$7,480.00) plus expenses. The fee breakdown by phase is as follows:

Construction Documents Phase	\$5,584.00
Bidding Phase	\$ 512.00
Construction Phase	<u>\$1,384.00</u>
TOTAL	\$7,480.00



Any services authorized by you, in addition to those set forth above, shall be billed in addition to the above total fee at the following rates:

Principal	\$181.00/hour
Associate Principal	\$172.00/hour
Senior Project Engineer/Senior Project Manager	\$159.00/hour
Project Engineer/Project Manager	\$140.00/hour
Engineer/Structural Designer	\$128.00/hour
CADD/BIM Technician	\$ 96.00/hour
Administrative	\$ 68.00/hour
Construction Site Visits	\$3,850.00/per site visit (Including Expenses)
Expenses	1.00 times cost

Pilot with drone, first hour, includes equipment and media	\$500.00/hour*
Pilot with/without drone, each additional hour.....	\$220.00/hour

**Base rate includes the drone, operator, and required equipment for the first field hour, along with download of images and video onto media. Additional time for flight, travel, planning, programming and/or video editing or production is billed at the additional hourly rate.*

Additional services include, but are not limited to, the following:

- Providing SD documentation.
- Attending more than one (1) pre-bid meeting with potential contractors or attending in person.
- Responding to contractor inquiries prior to the awarding of the contract to a contractor.
- Making site visits.
- Making revisions to the drawings, specifications, or other documents after approval of information from the Architect.
- Providing Opinions of Probable Cost.
- Development of alternate framing schemes on Construction Documents for comparative pricing.
- Providing redesign services for Contractor's proposed design modifications or for Contractor's proposed substitutions for materials or structural systems.
- Preparation of component and/or cladding design which is normally provided by the manufacturer such as cold-formed framing or curtainwall framing.
- Preparing a set of record drawings.
- "Fast-tracking" of structural design documents which requires the issuance of structural construction documents prior to the issuance of architectural construction documents.
- Making value engineering revisions at the request of the contractor after the issue CD Phase documents.
- Use of an aerial drone to take images or develop a model of the project.

Expenses include travel, meals, parking, photographic processing, copying and printing costs, postage and special shipping costs, costs of tools or special equipment.

AES shall submit monthly statements for services rendered. Payment is due within 30 days of the date of the invoice. A service charge of 1 1/2 percent per month of the outstanding balance may be charged on all balances outstanding more than 60 days. AES reserves the right to stop work on its work when the balance for invoiced services is outstanding more than 60 days.



In providing services under this Agreement, AES shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

To the fullest extent permitted by law, and notwithstanding any other provision of this agreement, the total liability, in the aggregate, of AES and AES's officers, directors, partners, employees, and sub-consultants, and any of them, to you and anyone claiming by or through you, for any and all claims, losses, costs, or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the project or the agreement from any cause or causes shall not exceed One Million Dollars (\$1,000,000.00). It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

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

AES shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by contractor(s) or the safety precautions and programs incident to the work of contractor(s). AES's efforts in the Construction Phase will be directed toward providing a greater degree of confidence for you that the completed work of contractor(s) will conform to the contract documents, but AES shall not be responsible for the failure of contractor(s) to perform work in accordance with the contract documents.

In the event that you make a claim or bring an action against AES, its officers and/or its employees arising from the performance of our professional services and such action is dismissed or you fail to prove such a claim, then you agree to pay all legal and other costs (including attorneys' fees) incurred by AES in its defense of such claim.

The contract drawings and reports are instruments of service in respect of the project and AES shall retain ownership and property interest therein whether or not the project is completed. Any reuse without written verification from AES shall be at your own risk and you hereby indemnify and hold harmless AES, its officers and employees from all claims, damages, losses, and expenses arising out of or resulting therefrom. Any such reuse or adaptation will entitle AES to further compensation to be agreed upon by you and AES.

Please indicate your acceptance of this proposal by signing and returning one copy.

Very truly yours,
ATLANTIC ENGINEERING SERVICES OF JACKSONVILLE
FLORIDA CERTIFICATE OF AUTHORIZATION #791

Mark J. Keister, P.E.
Principal

MJK/drg

ACCEPTED BY

Client Signature

Printed Name and Title

Date

Client Project/PO Number

Atlantic Engineering Services

Boat Washdown Facility Structural Fee

Site Evaluation & Existing Conditions			
	Hours	Bill Rate	Fee
Principal	0	181	\$0
CADD Tech	0	96	\$0
Admin.	0	68	\$0
Investigative Site Visit Total			\$0
DD Submittal			
	Hours	Bill Rate	Fee
Principal	0	181	\$0
CADD Tech	0	96	\$0
Admin.	0	68	\$0
DD's Total			\$0
CD's			
	Hours	Bill Rate	Fee
Principal	20	181	\$3,620
CADD Tech	17	96	\$1,632
Admin.	4.88	68	\$332
CD's Total			\$5,584
Bidding			
	Hours	Bill Rate	Fee
Principal	2	181	\$362
CADD Tech	0	96	\$0
Admin.	2.2	68	\$150
Bidding Total			\$512
Construction Administration			
	Hours	Bill Rate	Fee
Principal	6	181	\$1,086
CADD Tech	2	96	\$192
Admin.	1.56	68	\$106
CA Site Visit Total			\$1,384

DISCIPLINE SUBTOTAL	\$7,480
ESTIMATED TESTING	\$0
ESTIMATED EXPENSES	\$0
DISCIPLINE TOTAL	\$7,480



PEREZ ENGINEERING
& DEVELOPMENT, INC

October 23, 2018

Mr. Haven Burkee
Bender & Associates Architects
410 Angela Street
Key West, Fl. 33040

RE: Professional Services Agreement – Navy Boat Wash Retention Pond

Dear Haven:

Perez Engineering & Development, Inc. is pleased to submit this proposal to assist you with professional civil engineering services for the new Navy Boat Wash facility located in Key West, Florida. The purpose of this proposal is to analyze stormwater quality requirements and to prepare construction drawings for a new stormwater retention area to serve a new 30' x 22' wash pad. The new retention area is anticipated to be directly adjacent to the new wash pad.

No site permitting with SFWMD or FDEP are anticipated nor are they included in this proposal. Our scope of work does not include any other items such as inlets, piping, baffle box, trench drains, bid phase services, construction phase services, etc.

Compensation for our services shall be a lump sum fee of \$2,235.

- CAD Designer 9 hrs \$85 \$765
- Principal 7 hrs \$210 \$1,470

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and approved as of the date written below, by their duly authorized officers and/or representatives.

PEREZ ENGINEERING
& DEVELOPMENT, INC.

Bender & Associates

Allen E. Perez, P.E.

Name and Title Date



7950 NW 64th Street
Miami, FL 33166
phone: 305.471.7725
fax: 305.593.1915
intertek.com/building
psiusa.com

October 15, 2018

Bender & Associates Architects

410 Angela Street, Key West
Key West, FL 33040

Attention: Mr. Haven Burkee

Re: Proposal for Geotechnical Engineering Services
Navy Boat Wash
19 Quay Road
Key West, Florida
PSI Proposal No. 0397- 258974

Dear Mr. Burkee:

Professional Services Industries, Inc. (PSI), an Intertek Company, is pleased to submit this proposal to complete a subsurface investigation for the above-referenced project. Included herein is our understanding of the project along with a scope of services, fee estimate, and anticipated schedule to complete our investigation.

PROJECT INFORMATION

Based on the information provided, we understand the proposed project consists of the design and construction of a concrete wash pad and installation of a boat wash, detention pond, and paved driveway. The proposed development will take place at the vacant lot near 19 Quay Road in Key West, Florida.

Review of available aerial imagery indicates the proposed project site is currently an empty plot of land with vehicles and boats parked in the vicinity. We assume that the proposed boring locations will be accessible with our truck-mounted drill rig and that site access will be granted by the Client or Owner.

If any of this project information is incorrect or has changed, please notify us as soon as possible so we can determine if the changes impact our proposed scope of services.

SCOPE OF SERVICES

PSI proposes to perform the following field services:

Standard Penetration Test (SPT) Borings:

Drill and sample a total of five (5) SPT borings; one (1) SPT Boring to a depth of approximately 15 feet below grade at the location of the concrete wash pad, two (2) SPT Borings to depths of approximately 10 feet below grade near the proposed driveways, and two (2) SPT Borings to depths of approximately 10 feet below grade in the area of the proposed detention pond. The proposed SPT borings will be drilled with mud rotary drilling procedures. Samples of the in-place materials will be recovered with a standard split barrel sample spoon driven with a



140-pound hammer falling 30 inches (the Standard Penetration Test in accordance with ASTM D1586).

Underground utility clearance will be required prior to commencing the drilling of the borings. Therefore, PSI will contact "Sunshine One-Call" Service to obtain underground public utility clearance. The underground utility clearance outside of the public domain shall be the responsibility of the property owner or manager and coordinated with PSI. We assume that any private underground utilities existing in the exploratory area will be identified to us by others

Upon completion of our field services, the boreholes will be backfilled with excavated soil/rock and the exploratory areas generally cleaned.

ENGINEERING REPORTING

A geotechnical engineer will review the SPT soil samples and representative samples will be tested for physical properties such as gradation, moisture content, and organic content if deemed necessary. The results of the field exploration and laboratory test results will be the basis for our geotechnical engineering recommendations for foundation design/related construction. The results of our study will be transmitted in an electronic report which will specifically contain information listed below:

1. A plan of the site showing the location of the SPT borings.
2. Logs of the exploratory borings will be provided, which furnish the results of the SPT sampling.
3. Allowable soil/rock bearing capacity.
4. Recommendations for concrete slab design.
5. Estimation of ground settlements and requirements for site improvement and preparation, if needed.

If additional services beyond that outlined in this proposal is desired, PSI can provide the needed additional services on a unit price basis.

SCHEDULE AND FEES

Our study can begin one (1) day after we receive authorization to proceed. We will start drilling after underground utilities have been located and identified, which typically requires three (3) to four (4) business days. The field services will require approximately one (1) day to complete. The written report of the subsurface investigation and engineering evaluation will be available within one (1) week following the field demobilization. Based on our schedule at the time of the preparation of this proposal, we estimate that our study will be completed within two (2) weeks from your notice to proceed.

Based on our general knowledge of the subsurface conditions near the proposed project areas and our understanding of your requirements, we propose to complete the subsurface exploration and geotechnical engineering evaluation described in this proposal for a lump sum fee of **\$5,000.00**.

The geotechnical work proposed herein will be carried out in accordance with our **General Conditions** attached hereto.




CLOSURE

PSI appreciates your consideration of our firm for this project. To formally authorize us, kindly indicate so by providing us with a signed agreement of our proposal. We look forward to working with you on this project. If you have any questions or if you require additional information, please do not hesitate to contact us.

Respectfully Submitted,

PROFESSIONAL SERVICE INDUSTRIES, INC.
Certificate of Authorization No: 3684



Morgan Dickinson, P.E.
Regional Engineer/Principal Consultant



Anderson Santiago
Staff Engineer

Attachment: General Conditions

AUTHORIZED BY:	INVOICE TO:
Signature	Firm
Name	Address
Title	
Date	Attention



GENERAL CONDITIONS

1. **PARTIES AND SCOPE OF WORK:** Professional Service Industries Inc. ("PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific service to be performed by PSI as set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed.
3. **PREVAILING WAGES:** This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. It is agreed that no applicable prevailing wage classification or wage rate has been provided to PSI, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. Client will reimburse, defend, indemnify and hold harmless PSI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.
4. **SCHEDULING OF WORK:** The services set forth in PSI's proposal and Client's acceptance will be accomplished by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.
5. **ACCESS TO SITE:** Client will arrange and provide such access to the site and work as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment.
6. **CLIENT'S DUTY TO NOTIFY ENGINEER:** Client warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.
7. **RESPONSIBILITY:** PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Client agrees that it shall require subrogation to be waived against PSI and for PSI to be added as an Additional Insured on all policies of insurance, including any policies required of Client's contractors or subcontractors, covering any construction or development activities to be performed on the project site. PSI has no right or duty to stop the contractor's work.
8. **SAMPLE DISPOSAL:** Test specimens will be disposed immediately upon completion of the test. All drilling samples will be disposed sixty (60) days after submission of PSI's report.
9. **PAYMENT:** The quantities and fees provided in this proposal are PSI's estimate based on information provided by Client and PSI's experience on similar projects. The actual total amount due to PSI shall be based on the actual final quantities provided by PSI at the unit rates provided herein. Where Client directs or requests additional work beyond the contract price it will be deemed a change order and PSI will be paid according to the fee schedule. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after thirty (30) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.

GENERAL CONDITIONS

10. ALLOCATION OF RISK: CLIENT AGREES THAT PSI'S SERVICES WILL NOT SUBJECT PSI'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST PSI.

SHOULD PSI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED ON THE PROJECT, WHICHEVER AMOUNT IS GREATER. IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$250,000.00 OR THE AMOUNT OF PSI'S FEE PAID TO PSI FOR ITS WORK ON THE PROJECT, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR PSI'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. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND BREACH OF STATUTORY DUTY) OR OTHERWISE FOR LOSS OF PROFIT (WHETHER DIRECT OR INDIRECT) OR FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, REVENUE, BUSINESS, OR ANTICIPATED SAVINGS (EVEN WHEN ADVISED OF THEIR POSSIBILITY).

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI, ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF SUCH CLAIM.

11. **INDEMNITY:** Subject to the above limitations, PSI agrees not to defend but to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs to the extent arising out of PSI's negligence as finally determined by a court of law. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the Client and the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.
12. **TERMINATION:** This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses.
13. **EMPLOYEES/WITNESS FEES:** PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. For a period of one year after the completion of any work performed under this agreement, Client agrees not to solicit, recruit, or hire any PSI employee or person who has been employed by PSI within the previous twelve months. In the event Client desires to hire such an individual, Client agrees that it shall seek the written consent of PSI, and shall pay PSI an amount equal to one-half of the employee's annualized salary, without PSI waiving other remedies it may have.
14. **FIDUCIARY:** PSI is not a financial advisor, does not provide financial advice or analysis of any kind, and nothing in our reports can create a fiduciary relationship between PSI and any other party.
15. **RECORDING:** Photographs or video recordings of the Client's own project may be taken by and used for the Client's own internal purposes. Photographs or video recordings may not be used for marketing or publicity, or distributed to a third party or otherwise published without PSI's prior review and consent in writing. Taking photographs of other Clients' samples, test setups, or facilities, or recording in any manner any test specimen other than the test specimen related to the Client's project is prohibited; and the Client agrees to hold in strict confidence and not use any proprietary information disclosed either advertently or inadvertently. The Client shall defend, hold harmless, and indemnify PSI for any breach of this clause.
16. **CHOICE OF LAW AND EXCLUSIVE VENUE:** All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance with the laws of Illinois. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be either the Circuit Court in Cook County, Illinois, or the Federal Court for the Northern District of Illinois.
17. **PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
18. **ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.



NAVY BOAT WASH
19 QUAY ROAD
KEY WEST, FLORIDA

PSI PROPOSAL NO.: 0397-258974

ITEM	UNIT	#	RATE	TOTAL
I. FIELD EXPLORATIONS				
Mobilization of Truck Mounted Equipment	each	1	\$ 850.00	\$ 850.00
SPT Borings w/ 3" NW Casing	feet	55	\$ 17.50	\$ 962.50
Senior Engineering Technician	hour	12.0	\$ 60.00	\$ 720.00
FIELD EXPLORATIONS TOTAL		55		\$ 2,532.50
II. LABORATORY TESTING				
Lump Sum	each		\$ 85.00	\$ -
Full Gradation (With Wash)	each	0	\$ 60.00	\$ -
200 Wash	each	0	\$ 30.00	\$ -
Loss of Ignition Organic Content Tests	each	0	\$ 30.00	\$ -
Moisture Content Tests	each	0	\$ 10.00	\$ -
TOTAL LABORATORY TESTING				\$ -
III. ENGINEERING SERVICES				
Senior Engineer	hour	6.0	\$ 160.00	\$ 960.00
Engineering Intern	hour	11.0	\$ 100.00	\$ 1,100.00
CADD/Computer Technician	hour	7.0	\$ 60.00	\$ 420.00
TOTAL ENGINEERING SERVICES		24.0		\$ 2,480.00
TOTAL				\$ 5,012.50