

# Charge Order Proposal



ENGINEERING, INC.


2121 MCGREGOR BLVD. - STE 200  
 FT. MYERS, FL 33901  
 OFFICE: 239.433.3000  
 FAX: 888.449.2462

<b>CLIENT NAME:</b>	<b>Artibus Design</b>	<b>DATE:</b>	<b>05/11/2023</b>
<b>ATTN:</b>	Serge Mashtakov, PE	<b>EMAIL:</b>	<b>Serge@ArtibusDesign.com</b>
<b>CLIENT ADDRESS:</b>	3710 N. Roosevelt Blvd Key West, FL 33040	<b>PHONE:</b>	(305) 304-3512
<b>PROJECT NAME:</b>	<b>Spencer's Boat Yard Sea Wall Repairs</b>		
<b>LOCATION:</b>	Key West, FL	<b>HEI CLIENT #:</b>	<b>056</b>
<b>OWNER:</b>	City of Key West	<b>PROPOSAL #:</b>	<b>056.04   CO-01</b>
<b>SUBMITTED BY:</b>	<b>Vince Zaliauskas, PE</b>	<b>239.443.7010</b>	<b>VinceZ@HighSpans.com</b>

SCOPE OF SERVICES	DUE
See Attachment 1 – Supplemental Scope of Services	TBD

FEES AND PAYMENT TERMS	
CO-01 .....	\$22,600.00 LS
Original Lump Sum .....	\$125,500.00 LS
<b>Total Contract Amount .....</b>	<b>\$148,100.00 LS</b>
Progress Invoices due 30 days from invoice date. See General Conditions.	

GENERAL CONDITIONS
Per Attachment 2 – Original Agreement between Artibus Design and HighSpans Engineering, Inc.

ACCEPTANCE			
<b>HighSpans Engineering, Inc., by:</b>		<b>Artibus Design, by:</b>	
			
Vincent A. Zaliauskas, PE, SECB	05/11/2023	Name	Date
President & Principal Engineer		Title	

## **Attachment 1**

### **Supplemental Scope of Work**

We have assessed the modifications discussed with Artibus Design and calculated the supplemental fee for these changes.

The scope of work will be expanded to include the analysis and design of the seawalls for an additional marine forklift, as per the request of the City of Key West (Owner).

The Marine Forklift size and weight used for design shall be selected to have a load capacity of 20,000 lbs. The Owner has also requested weekly project status updates. The following subtasks will be performed to implement these changes:

#### **Included Items:**

1. Perform structural design and analysis of the following items:
  - a. Anchored sheet pile wall considering the vertical and lateral forces produced by the loaded marine forklift.
  - b. Reinforced concrete slabs on grade at each boat bay extending 10-feet behind the wall.
2. Design and detail forklift stops at each boat bay to prevent driving past the seawall. The forklift stops shall be detailed to ensure unrestricted use of the boat gantry.
3. Deliver a weekly Project Status Report (PSR) detailing the progress of all critical project activities.

#### **Excluded Items:**

1. Utility relocation plans are not included.
2. Civil grading and drainage plan for lot will be required and is not part of this scope.

**HighSpans**

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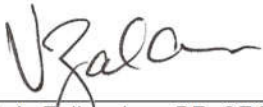

**Project Proposal -  
Task Work Order**

CLIENT NAME:	Artibus Design	DATE:	02/16/2023
ATTN:	Serge Mashtakov, PE	EMAIL:	Serge@ArtibusDesign.com
CLIENT ADDRESS:	3710 N. Roosevelt Blvd Key West, FL 33040	PHONE:	(305) 304-3512
PROJECT NAME:	Spencer's Boat Yard Sea Wall Repairs		
LOCATION:	Key West, FL	HEI CLIENT #:	056
OWNER:	City of Key West	PROPOSAL #:	056.04
SUBMITTED BY:	Vince Zaliauskas, PE	239.443.7010	VinceZ@HighSpans.com

SCOPE OF SERVICES	DUE
See Attachment 1 – Scope of Services	TBD

FEES AND PAYMENT TERMS
\$125,500 Lump Sum – Progress Invoices due 30 days from invoice date. See General Conditions.

GENERAL CONDITIONS
By accepting this Proposal, the Terms on this page and HighSpans Engineering, Inc.'s General Conditions, attached, are incorporated herein by reference. If after progress submittal, revisions are required which are necessary because of inaccurate information provided by the Client, revision fees may apply. If after 60% submittals, revisions are required due to concept changes, revision fees will apply. Additional S/S fees will apply.

ACCEPTANCE	
HighSpans Engineering, Inc., by:	Artibus Design, by: <i>Serge Mashtakov</i>
	
Vincent A. Zaliauskas, PE, SECB	Digitally signed by Serge Mashtakov
02/16/2023	Date
Name	Mashtakov
Title	Date: 2023.04.14
	13:11:04 -04'00'

## GENERAL CONDITIONS

**PAYMENT** – Payment shall be due within **30 days after date of Invoice**. Interest at the rate of 12% 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. Failure to timely pay any HighSpans Engineering, Inc.'s (HighSpans) invoice shall constitute a waiver of any and all claims against HighSpans. If payment of any HighSpans invoice is not paid within 60 days of invoice submittal date, HighSpans reserves the right to cease performing work, including submitting previously completed work, on any Client projects until payment on outstanding invoices is made in full.

**RIGHT-OF-ENTRY** – Unless otherwise agreed, Client will furnish right-of-entry on the property for HighSpans to make the planned inspections or materials sampling. HighSpans 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 HighSpans to restore the property to its former condition, HighSpans will accomplish this and add the cost to its fee.

**DAMAGE TO EXISTING MAN-MADE OBJECTS** – It shall be the responsibility of the Client 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. In addition, Client waives any claim against HighSpans arising from any damage to existing man-made objects.

**WARRANTY AND LIMITATION OF LIABILITY** – HighSpans 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 HighSpans is promptly notified in writing prior to two months after completion of such portion of the services, HighSpans will re-perform such portion of the services, or if re-performance is impractical, HighSpans will refund the amount of compensation paid to HighSpans for such portion of the services.

**INDEMNIFICATION** – In consideration of the first One Hundred and No/100 Dollars (\$100.00) to be paid hereunder and to the fullest extent permitted by law, Subconsultant agrees to indemnify, hold harmless and defend HighSpans and its agents, servants and employees, from and against any and all claims, costs, expenses, damages, or liability (including reasonable attorneys' fees and costs of defense) caused by, attributable to, arising out of, or resulting from Subconsultant's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its sub-subconsultants, agents, servants and employees. Subconsultant is not obligated to indemnify HighSpans in any manner whatsoever for HighSpans' own negligence. Subconsultant's monetary limitation under this indemnity provision shall be limited to the sum of One Million and No/100 Dollars (\$1,000,000.00) per occurrence. The parties agree that the foregoing sum bears a reasonable relationship to this Agreement. The indemnity provision shall be considered a material part of the specifications governing Subconsultant's performance under this Agreement. This indemnity provision is intended to comply with Florida laws on indemnity and, specifically, to comply with Sections 725.06 and 725.08, Florida Statutes, and is to be interpreted in such manner as to be enforceable.

**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 Ft. Myers, Lee County Florida. All causes of action, including but not limited to actions for indemnification, arising out of HighSpans' work shall be deemed to have accrued and the applicable statutes 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 HighSpans final invoice for acts or failures to act occurring after substantial completion of the Work.

**TERMINATION** – This Agreement may be terminated by either party by seven (7) days written notice in the event of substantial failure to perform in accordance with the terms herein by the other party through no fault of the terminating party. If this Agreement is so terminated, Client shall pay HIGHSPANS compensation for work satisfactorily completed up to date of termination and upon receipt of the work by Client. HighSpans may terminate this agreement for convenience. In the event of termination or suspension of the Prime Contractor, the Client shall pay HighSpans for the work accomplished up to the date of termination or suspension upon receipt of the work by the Client.

**DISPUTE RESOLUTION** – If a dispute arises out of or relates to this contract, or the breach thereof, the parties will attempt to settle the matter through amicable discussion. If no agreement can be reached the parties agree to use mediation before resorting to a judicial forum. The cost of a third-party mediator will be shared equally by the parties. In the event of litigation, reasonable costs and attorneys' fees will be awarded to the prevailing party.

**ENTIRETY OF AGREEMENT** – This Agreement and any attachment listed herein embody the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of the Agreement shall be valid unless made in writing signed by both parties hereto.

**PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, INDIVIDUAL EMPLOYEES OR AGENTS OF HIGHSPANS ENGINEERING, INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THE PROFESSIONAL SERVICES INCLUDED IN THIS CONTRACT. HIGHSPANS ENGINEERING, INC. MAINTAINS PROFESSIONAL LIABILITY INSURANCE AS SHOWN ON THE CERTIFICATE OF INSURANCE PROVIDED TO THE CLIENT.**

Attachments: \_\_\_\_\_ 1. Scope of Services

## **Attachment 1 – Scope of Services**

### **Background:**

The City of Key West owns the seaside property located at 701 Palm Ave which is currently being operated as a marine boatyard. The property includes approximately 360 linear feet of seawalls, several boat gantry support platforms and dock areas and is currently operating as Spencer's Boat Yard. The existing seawall and associated facilities were constructed in 1950 and again in 1970 and recent inspections show seawalls have deteriorated to the point where several sections have collapsed and are in need of complete reconstruction/replacement. Within the boat yard, a tire supported boat gantry crane system operates by rolling out over the concrete platforms to access the boat slip and lift and relocate boats to other areas in the yard. The site is tidal with waters that are designated as Outstanding Florida Waters (OFW) and extremely aggressive in terms of corrosion potential. The site includes limitations on construction activity related to a high voltage overhead powerline (assumed 44kv to 160 kv) that crosses the project area.

### **Scope of Work:**

The scope consists of structural and geotechnical engineering services and permitting necessary to develop construction plans for the removal and reconstruction of approximately 200 linear feet of seawall, 700 square feet of boat gantry crane support platforms, and 300 square feet of dock areas. The scope includes all tasks necessary to perform the structural and geotechnical design of the seawall, boat gantry support platform, and docks in accordance with all Monroe County, Florida Building Code, and ASCE design and construction requirements. This includes geophysical investigation necessary to evaluate the subsurface soil conditions at the site and provide structural design of the replacement seawall and foundations supporting gantry platforms. The scope is limited to structural design and plans and does not include any associated mechanical, electrical, plumbing, lighting, or other incidentals that may be necessary for the operation of the docks and boat gantry system as these would be provided by Artibus Design. The key deliverable will consist of construction plans, specifications, and estimates (PS&E package) digitally signed and sealed by a Florida Registered Professional Engineer and delivered electronically to Artibus Design for incorporation into the overall project plan set. The key tasks that will be performed under this contract include:

#### **1. Project Management and Coordination:**

- a. Coordination with the City of Key West and utility owners as necessary to perform field work for the subsurface soil exploration.
- b. Coordination with the City of Key West and relevant utility owners as necessary to perform field work to support the structural design.
- c. Perform Quality Control & Quality Assurance reviews for all plans submittals.
- d. Coordination and meetings with Artibus Design as necessary to incorporate structures plan sheets into the overall project plan set.

#### **2. Permitting Services**

##### **a. SFWMD Individual Permit Application**

1. Prepare, submit, and support a SFWMD Individual Permit package.
2. Attend one (1) site visit with the SFWMD.
3. Coordinate with client retained environmental consultant to prepare application packages and RAI responses.
4. Support SFWMD Request for Additional Information (RAI) based on comments received from SFWMD Staff. Assumes one (1) round of comments. Additional RAI's will be negotiated on a time and material basis if required.

5. Excluded services includes any required bathymetric surveys, land surveys, environmental surveys, environmental impact statement reports or assessments, title work, sketch and legal descriptions, and UMAM analysis.

**b. FDEP State 404 Individual Permit Application**

1. Prepare, submit, and support a FDEP Individual Permit package.
  2. Attend one (1) site visit with the FDEP.
  3. Coordinate with client retained environmental consultant to prepare application packages and RAI responses.
  4. Support FDEP Request for Additional Information (RAI) based on comments received from FDERP Staff. Assumes one (1) round of comments. Additional RAI's will be negotiated on a time and material basis if required.
  5. Excluded services includes any required bathymetric surveys, land surveys, environmental surveys, environmental impact statement reports or assessments, title work, sketch and legal descriptions, and UMAM analysis.
- c. Based on discussions with Artibus Design Planning and Engineering, it is either assumed that there is already an established Sovereign Submerged Land Lease (SSLL) over the project limits, or that one will not be required for the project as the submerged lands are owned by the City of Key West.
- d. Based on discussions with Artibus Design Planning and Engineering, it is assumed in this scope of services that the building permit and any site permit through the City of Key West will be coordinated and obtained by the City, and no services for this effort other than providing the design, calculations, and specifications will be required.

**3. Geotechnical Exploration and Engineering Report**

- a. Perform two (2) Standard Penetration Test (SPT) borings at the site.
- b. Perform laboratory classification testing on soil samples as needed.
- c. Prepare a geotechnical engineering report that summarizes the subsurface soil conditions and results of our evaluation.

**4. Analysis, Plans, Specifications, and Engineers Estimate of Construction Cost:**

- a. Structural analysis and design in accordance with all applicable codes for the replacement of the existing seawall with the proposed location generally following that of the existing and in accordance with permitting restrictions.
- b. Structural analysis and design for the boat gantry support platforms with gantry live loads as provided by the City of Key West.
- c. Structural analysis and design of timber dock areas for pedestrian loading per applicable codes.
- d. Incorporation of specialized design admixtures, construction materials, and details as necessary to provide a 50-year design service life to seawall and platforms.
- e. Evaluation of wall types to balance economy, constructability, and durability/service life given the extremely aggressive saltwater environment and limited construction access within the site.
- f. Incorporation of plan notes, specifications, and details as necessary to address the presence of the overhead high-voltage transmission line.
- g. Plan sheets that specify maintenance dredging to restore boat slip areas to original depth. Note that this would be based on a bathymetric survey to be performed by others.
- h. Notes and specifications to stipulate restrictions on construction activity related to site specific endangered plant and animal species. Note that this would be based on a endangered plant and animal species survey to be performed by others.

- i. Develop an engineer's estimate of probable cost to be submitted with 30% plans submittal and a final signed and sealed cost estimate submitted with the final bid package.
- j. Assist Artibus Design in preparing bid documents for public advertisement of the construction.

#### **5. Post-Design Services**

- a. Review of shop drawings submittals and RFIs generated by the Contractor during construction.
- b. Performance of 2 on-site inspections at during construction.

#### **Deliverables**

All submitted documents (drawings, specifications, etc.) will meet the statutory requirements for plans filed for public record.

1. 30% Deliverable – Preliminary Plans & preliminary Engineers Estimate of Probable Cost.
2. 90% Deliverable – Substantially complete Plans, Specifications & Estimate at 90% completion.
3. Final Deliverable – Engineering Report, Final Plans, Specifications & Estimate signed and sealed along with associated bid documents identified above.

#### **EXCLUDED SERVICES AND DESIGN CHANGES**

The professional services to be provided by HighSpans Engineering, Inc. are limited to those described in the Scope of Services above. If substantive changes are made to the design after the 90% submittal, then additional fees would be applicable to incorporate these changes. Services not identified in this scope are specifically excluded, including, but not limited to the following items:

- Environmental/Endangered Species Survey to be performed by others
- Bathymetric Survey of Boat Slip Areas to be performed by others
- Landscape/Irrigation Design and Plans
- Legal Services
- Site Lighting/Electrical Design and Plans if needed to be designed by others
- Design Services related to Planning and Zoning
- Design services related to Plumbing if needed to be designed by others