

PROPOSAL for DESIGN SERVICES

TO: Ms. Vicky Fay Key Largo Fire Rescue & EMS

DATE: 4/3/2017

RE: Phase 6 Fire Hydrant Installations

PROJECT DESCRIPTION: Production of Engineering drawings for the installation of seventeen (17) fire hydrants to meet the requirements of FKAA, FDEP, Monroe County, and Key Largo Fire Rescue & EMS. The locations of the fire hydrants will be as directed by KLFR&EMS and are listed below.

DESIGN SERVICES: Coordination with KLFD&EMS personnel to determine hydrant locations that will meet the requirements of the entities listed above. No hydrants ae proposed within the FDOT right of way.

DESIGN FEE: County Right of Way Hydrants: Seventeen (17) at \$385.00 = <u>\$6,545.00</u>

RETAINER: None required

SCHEDULE: Immediately upon authorization. Three weeks to complete.

SERVICES NOT INCLUDED: Construction contract documents or construction phase services.

HYDRANT LOCATIONS – PHASE 6:

- 1. 17-01 Mangrove Lane (inside Paradise Point)
- 2. 17-02 Mangrove Lane (Middle)
- 3. 16-16 Mangrove Lane (Entrance) This hydrant design already completed as a priority
- 4. 17-03 To be Determined
- 5. 17-04 Lake Surprise & Plantation Road
- 6. 17-05 Plantation & Upper Matecumbe Road
- 7. 17-06 Largo Road & Long Key Road (beginning of Road)
- 8. 17-07 Largo Road & Long Key Road (End of Road)
- 9. 17-08 Largo Road & Grassy Road
- 10.17-09 Grassy Road (End of Street)
- 11.17-10 Oakwood Avenue & Linda Dive
- 12. 17-11 Stillwright Way and North Drive
- 13. 17-12 Blackwater Lane & Coral Way
- 14. 17-13 N. Blackwater Lane & Sexton Way

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- 15. 17-14 N. Blackwater Lane & South Drive
- 16. 17-15 N. Blackwater Lane (1/2 way down the street)
- 17. 17-16 To be determined

TERMS & CONDITIONS:

GENERAL CONDITIONS

- 1. **REUSE OF DOCUMENTS** All documents, including drawings and specifications furnished by Engineer pursuant to this agreement are instruments of his services in respect to this project. They are not intended or represented to be suitable for reuse on extensions of this project or any other project. Any reuse without specific written verification or adaptation by Engineer shall be the user's sole risk, and without liability or legal exposure to Engineer and the other party to this agreement shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verifications or adaptations will entitle Engineer to further compensation.
- 2. <u>LIMITATION OF DAMAGES</u> Owner agrees the liability, if any, of Engineer to the Owner whether to this contract or other claim such as fraud, negligence, implied contract, quantum merit, warranty, products liability, malpractice or otherwise as may now or otherwise exist shall be limited in each case to the amount Owner has actually paid the Engineer for professional services. In this regard, Owner agrees Engineer shall in no event be liable for consequential or incidental damages, attorneys fees, costs of suit, interest nor other expense, injury or damage and the parties agree this and the other paragraphs are material provisions of the contract which have significantly influenced the decision of Engineer to contract to perform the services at the rate or rates agreed to between parties.
- 3. <u>COMPLIANCE WITH CODES</u> Engineer does not guarantee compliance with federal, state and local laws codes, ordinances and regulation, but will use the best efforts to achieve compliance and assumes no responsibility for changes in said laws, codes, ordinances and regulations occurring after completion of the design period.
- 4. **<u>RIGHT TO RELY ON OWNER-FURNISHED INFORMATION</u>** Engineer has the right to rely on the Ownersupplied information such as soils tests, surveys, past plans, standard plans, etc. which will be utilized by Engineer in providing services under this agreement.
- 5. **JOB SITE SAFETY** In no event shall the contract between the Owner and Engineer be construed to require Engineer to be responsible for safety on the job site, including, but not limited to any applicable occupational safety or health act requirements applicable state, county, township, city or other federal guidelines, rules, regulations, ordinances, statutes, laws or other requirements.
- 6. **MUTUAL RIGHT OF TERMINATION OF SERVICES** This Agreement may be terminated by the Owner or the Engineer upon seven (7) days of written notice without cause. In the event of termination, not the fault of the Engineer, the initial retainer shall be forfeited and the Owner shall pay the Engineer for all services performed and reimbursable expenses to the date of termination.

Authorization

Owner		Date
	S-CILLA	4/3/2017
Engineer		Date

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