



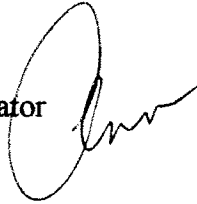
MONROE COUNTY  
FACILITIES DEVELOPMENT

MEMORANDUM

---

TO: David Koppel  
County Engineer

FROM: Ann Riger, Contracts Administrator  
Facilities Development



DATE: May 2, 2007

RE: **Agenda Item – M.E.N. Threshold Inspection Services - Discussion**

---

**AGENDA ITEM WORDING:** *Discussion and approval of alternatives for threshold inspection services at the Murray E. Nelson Government & Cultural Center*

**ITEM BACKGROUND:** *The Murray E. Nelson Government & Cultural Center is determined a threshold building, and inspection services are required throughout the structural elements of construction. Staff received two proposals for the service, PSI, Inc. for an estimate of \$47,785.00, and ONMJ, Inc. for an estimate of \$62,500.00. In accordance to Purchasing Policy, purchases over \$25,000.01 are subjected to the competitive bid process. The bid process will cause costly delays in the construction of the building, and hiring the Architect for additional services, Currie Sowards Aguila Architects, will subject Monroe County to much higher hourly rates as indicated in their contract, and therefore cost a much greater amount than our lowest proposal.*

**PREVIOUS RELEVANT BOCC ACTION:** *On May 18, 2005, the BOCC granted approval of a contract for Professional Services to Currie Sowards Aguila Architects for the construction of the Murray E. Nelson Government & Cultural Center, and on November 15, 2006 the BOCC awarded the contract for construction to AFCO Constructors, Inc.*

**CONTRACT/AGREEMENT CHANGES:** N/A

**STAFF RECOMMENDATIONS:** *Issue a Purchase Order in the amount of \$47,785.00 to PSI, Inc.*

*Thank you. If you have any questions, please contact me at ext. 4439.*

AR

March 13, 2007

**Kevin G. Wilson,**  
Project Manager  
Monroe County Facilities Development  
The Historic Gato Cigar Factory  
1100 Simonton Street, Suite 2-216  
Key West, FL 33040  
(305) 797-1547 phone  
(305) 451-7069 fax-Key Largo  
(305) 295-4321 fax-Key West  
[wilson-kevin@monroecounty-fl.gov](mailto:wilson-kevin@monroecounty-fl.gov)

RE: Proposal to Perform  
Threshold Inspection Services  
Murray E. Nelson Government Center.  
102050 Overseas Highway, Key Largo, FL  
PSI Proposal No. PO-395-700054

Dear Mr. Wilson:

Professional Service Industries, Inc. (PSI) is pleased to submit the following proposal to perform threshold inspections services during construction of the subject project located in Key Largo, Florida. Our proposal includes a general discussion on our understanding of your project, the required construction inspection services, (including Threshold/Special Inspections). In addition our scope of services, unit fees and budgetary cost estimate are also attached.

### **PROJECT INFORMATION**

We have received the threshold inspection plan, Geotechnical report and initial construction quantities and a construction scheduled. We understand the construction requiring our inspections will last approximately 10 months.

In order to perform the required services, PSI will provide a resident inspector at the job site representing the special inspector and to perform inspection services as required. During simultaneous work activities, PSI will provide an additional inspector on an as needed basis. PSI will provide experienced, technical personnel to perform the necessary inspection and materials testing services in accordance with the project specifications.

### **PSI QUALIFICATIONS**

PSI is a nationally recognized consulting engineering and testing firm providing integrated services in several disciplines, including geotechnical engineering, construction services, materials engineering & testing, roof & pavement consulting, asbestos management, and facilities consulting and engineering. We are a leader among the nation's independent testing organizations and rank among the country's largest consulting engineering firms.

**PSI's Miami office, which will provide the required inspection and testing services, is located approximately 60 minutes from your project site.** PSI has good understanding of Monroe county requirements as well as understands the critical nature of the inspection and testing requirements for this prominent project.

Our Miami staff includes registered professional engineers with significant construction inspection and testing experience in South Florida. Our technicians are ACI, trained/certified in their respective disciplines and our Miami office laboratory is annually inspected/certified by CMEC.

Our Miami office has a staff of over 23 construction inspectors and testing technicians, all with direct radio communication with the Miami office, that are immediately available for dispatch to your project should construction activities require additional technicians to assist the lead technicians.

### **PROPOSED SCOPE OF SERVICE AND FEES**

Based on our understanding of your project's requirements, we anticipate that the following inspection and testing services will be required during construction, some with full time on-site technicians and some with on-call engineering technicians. Our budget cost estimates are based on inspection and testing services performed during normal working hours



## SCOPE OF SERVICES AND COMPENSATION

The building classify as Threshold Buildings in accordance with the State of Florida Statutes. Therefore, a Special Inspector is required on the project to perform field observations of the structural components and building envelope. **The scope of the special inspector typically includes perform steel reinforcement placement observations, monitoring concrete placements and monitoring the installation of the building envelope components.** These services shall be performed in accordance with the Threshold Inspection Plan as prepared by the Engineer of Records.

In order to perform the required services, PSI will provide a resident inspector at the jobsite representing the special inspector to perform inspection services as required.

### **Professional Services:**

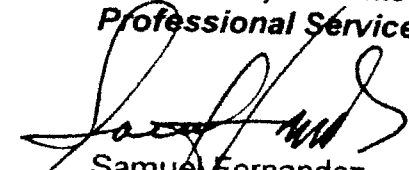
Provide a registered professional engineer to direct and supervise PSI's field and laboratory activities, perform periodic site inspections as construction requires or as directed by the Owner or his representative, review/evaluate test data and prepare construction inspection and testing reports to Owner, Architect, General Contractor, and Miami Dade County Building Inspection Department, per project requirements.

We propose to accomplish the scope of our services on a unit price basis in accordance with the attached Budget Estimate enclosed herewith and incorporated into this proposal. **PSI's total fees will only be determined by the actual amount of technical time spent on this project and the amount of laboratory testing performed.** When returning the proposal, please complete the attached Project Data Sheet so that your file can be properly established.




PSI appreciates the opportunity to offer our services and looks forward to working with you during the construction phase. Please feel free to contact us with any questions or comments at 305-471-7725.

Respectfully submitted,  
**Professional Service Industries, Inc.**



Samuel Fernandez  
Department Manager



Camilo Monroy.  
Project Manager

Attachments: Budget Estimate  
Project Data Sheet

PROPOSAL AUTHORIZED ON THIS \_\_\_ DAY OF \_\_\_\_\_, 2007

AUTHORIZED SIGNATURE: \_\_\_\_\_

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

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





## GENERAL CONDITIONS

**1. PARTIES AND SCOPE OF WORK:** Professional Service Industries Inc. (hereinafter referred to as "PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific geotechnical, analytical, testing or other 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 except to the extent that such failure is the result of the negligence, willful or wanton act or omission of PSI, its officers, agents or employees, subject to the limitation contained in paragraph 9.

**3. SCHEDULING OF WORK:** The services set forth in PSI's proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner 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.

**4. ACCESS TO SITE:** Client will arrange and provide such access to the site 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; however, PSI has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires PSI to restore the site to its former condition, upon written request PSI will perform such additional work as is necessary to do so and Client agrees to pay to PSI for the cost.

**5. CLIENT'S DUTY TO NOTIFY ENGINEER:** Client represents and 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 hereunder, 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.

**6. 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. PSI has no right or duty to stop the contractor's work.

**7. SAMPLE DISPOSAL:** Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed within (60) days after submission of PSI's report.

**8. PAYMENT:** 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 sixty (60) 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, and 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.

**9. WARRANTY:** PSI'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE GENERAL CONDITIONS, AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, PSI WILL USE THAT DEGREE OF CARE AND SKILL USUALLY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED. STATEMENTS MADE IN PSI REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

**10. LIMITATION OF LIABILITY:** SHOULD PSI OR ANY OF ITS PROFESSIONAL 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 SHALL BE LIMITED TO 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 WITH RESPECT TO THE PROJECT, WHICHEVER AMOUNT IS GREATER.

**11. INCREASED LIABILITY:** 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 AND 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, 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 CLIENT IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT.

**12. STATUTE OF LIMITATIONS:** ANY 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 DATE OF DISCOVERY OF SUCH CLAIM.

**13. INDEMNITY:** Subject to the foregoing limitations, PSI agrees 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 arising out of PSI's negligence to the extent of PSI's negligence. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's agent shall bring any suit, cause of action, claim or counterclaim against PSI, 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.

**14. 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, and for the completion of such services and records as are necessary to place PSI's files in order and/or protect PSI's professional reputation.

**15. 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. Client agrees not to hire PSI's employees except through PSI. In the event Client hires a PSI employee without PSI waiving other remedies it may have, Client shall pay PSI an amount equal to one-half of the employee's annualized salary, as liquidated damages.

**16. HAZARDOUS MATERIALS:** Nothing contained within this agreement shall be construed or interpreted as requiring PSI to assume the status of an owner, operator, generator, storer, transporter, or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

**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.

MONROE COUNTY  
FACILITIES DEVELOPMENT

MAR 09 2007

TIME:  
RECEIVED BY:

MONROE COUNTY  
FACILITIES DEVELOPMENT

MAR 09 2007

<b>O</b>		<b>ONMJ</b> O'Donnell, Naccarato, Mignogna & Jackson RECEIVED BY: <b>FAX</b>
<b>N</b>		
<b>M</b>		
<b>J</b>		

<b>To:</b>	<b>Monroe County Facilities Development</b>
<b>Attn:</b>	<b>Mr. Kevin Wilson</b>
<b>Fax:</b>	<b>(305) 295-4321</b>
<b>Subject:</b>	<b>Proposal (Revision #2)</b>
<b>Date:</b>	<b>March 8, 2007</b>
<b>Pages:</b>	<b>(3) Including Cover Page</b>

**COMMENTS:**

Attached please find a copy of the Revised Proposal for your perusal. A copy has been forwarded by mail as well.

Thank you.

From the desk of....  
**Joe Mincuzzi, P.E.**  
Vice President

O'Donnell, Naccarato, Mignogna & Jackson, Inc.  
321 15<sup>th</sup> Street, Suite 200  
West Palm Beach, Florida 33401  
Office: 561-835-9994  
Fax: 561-835-0184

**O'Donnell, Maccarato, Mignogna & Jackson, Inc.**

**E-MAILED**  
*to Kevin Wilson*

March 08, 2007

Mr. Kevin Wilson  
Project Manager  
Monroe County Facilities Development  
The Historic Gato Cigar Factory  
1100 Simonton Street, Suite 2-216  
Key West, FL 33040

**ROUTING** *mailed*  
 Kevin  File  
 Amy  Scanned  
 Maria

MONROE COUNTY  
FACILITIES DEVELOPMENT

MAR 09 2007

TIME:  
RECEIVED BY: 

**RE: Upper Keys Government Center (Murray Nelson Government Center)  
Key Largo, FL  
Project No.: 900.498**

**SUBJECT: THRESHOLD INSPECTION SERVICES (REVISION #2)**

We are pleased to submit the following revised proposal for structural inspection services as per the Florida Statute, Chapter 553, for the above-referenced project. Our proposal is based on the information supplied by your office. This project consists of a threshold inspection for a 1-story, 14,712 square foot church. The anticipated construction schedule for completion of the structural phase (building shell and envelope) for the project is 6 1/2 months.

The field inspector will be on site on a part time basis when structural work is being performed. If the Contractor works overtime requiring our presence, we will invoice at 1.5 times the hourly rate.

Our fee for these services will be \$80.00 per hour based on a 25-hour workweek totaling approximately \$2,218.00 per week for a total estimated fee of \$62,500.00. The total fee will include the Project Manager billing one and a half hours per week for reviewing and processing reports.

**RATE SCHEDULE**

Building Inspector .....\$80.00 /hour  
Project Manager (P.E.) .....\$145.00/hour

the Project Manager is required to attend pre-construction meeting(s), site visits etc., he will be billed on an hourly basis.

Payment is due upon receipt of services.

**THE CONTRACT TERMS ARE BASED ON THE FOLLOWING.**

If the structural phase of the project is completed for less than the above estimated time, we will invoice accordingly to the number of hours actually spent on the project. We will also adjust our fee accordingly if the project goes beyond the construction schedule.

This fee does not include monies for inspecting the roof covering membrane, interior wall framing including the mechanical, electrical and plumbing (M.E.P.).

The inspector's travel time associated with this project will be billed on an hourly rate on a portal-to-portal basis with a three-hour minimum charge per visit. Additionally a three-hour charge per site visit, for travel time, will also be added for this project.

Inspection time associated with re-inspections and/ or subcontractor delays will not be included in the above fee. The services will be referred to as re-inspection charges or "Additional Services" and will be provided for all-inclusive hourly rate of \$80.00 per hour, with a three-hour minimum charge per site visit.

All inspections that are cancelled at the jobsite without prior notification will be billed at an hourly rate of \$80.00 per hour

5. We will require all inspections to be placed with our office 24 hours prior to the scheduled service and no later than 12:00 pm.
7. The General Contractor is responsible to notify ONM&J to inspect the required building components before concealing the work.
9. Material testing will be provided by a testing agency retained by others.
9. All open invoices shall be paid in full before issuance of the "Letter of Compliance".
10. In the event of any litigation arising from or related to the services provided under this agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees and other related expenses.
11. The prevailing rates shall be effective on January 1, 2007 and are expected to remain as stated through December 31, 2007. Should circumstances require adjustment to these rates prior to December 31, 2007, 30 days written notification shall be submitted in advance of the effective date of change.

The General Contractor is solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. O'Donnell, Naccarato, Mignogna & Jackson, Inc. is not responsible for the means and methods of construction or for related safety precautions and programs.

We will invoice in proportion to services rendered and payment will be expected within 30 days. If payment is not received within 30 days, we have the option to cease providing services during that time and we cannot be held responsible for costs generated by our work stoppage. The successful party to litigation related to this agreement will be entitled to collect legal fees.

There is no finance charge upon amounts due which are paid within thirty (30) days. A periodic rate of 1.5% per month an annual percentage rate of eighteen percent (18%) simple interest per annum on the unpaid balance) will be charged on the client's account each month and added to the balance which remains unpaid after thirty (30) days.

Please call if you have any questions or if additional information is required. Kindly indicate your acceptance by signing and returning this document within ten (10) days. Should this document not be executed and returned to us, all parties acknowledge and agree that "authorization to proceed" through any other means constitutes formal acceptance of all terms and conditions contained herein.

**O'DONNELL, NACCARATO, MIGNOGNA & JACKSON, INC.**

Joseph F. Mincuzzi, P.E.  
ce President

M/rc

cord/templates/threshold/ R Lump sum

ACCEPTED BY \_\_\_\_\_

DATE \_\_\_\_\_

ME \_\_\_\_\_

TITLE \_\_\_\_\_