



**City of Doral**  
**Professional Services Agreement**

THIS Agreement made and entered into on the 3<sup>rd</sup> day of September, 2026 by and between:

City of Doral  
8401 NW 53<sup>rd</sup> Terrace  
Doral, FL 33166  
(Hereinafter referred to as "the City")

AND

Professional Service Industries, Inc.  
7950 NW 64<sup>th</sup> Street  
Miami, FL 33166

(Hereinafter referred to as "Consultant")

WITNESSETH:

In consideration of the mutual covenants and conditions as herein expressed and of the faithful performance of all such covenants and conditions, the parties do mutually agree as follows:

**ARTICLE I**

**I. THE CONTRACT DOCUMENTS**

I.1 The Contract documents, attached hereto and made part hereto as Exhibit "A", consists of the PSI Proposal No. 0397-467216R3 dated August 26, 2026, submitted by the Consultant detailing the elements agreed upon for the City of Doral.

*gt* E.R.  
9/10/26

## **ARTICLE 2**

### **2. SCOPE OF SERVICES**

- 2.1 These tasks are enumerated under the Scope of Work in the PSI Proposal No. 0397-467216R3 dated August 26, 2026.

## **ARTICLE 3**

### **3. CONTRACT SUM**

- 3.1 Upon satisfactory completion of the specified work as determined by the sole discretion of the City Manager, the Consultant agrees to charge the City for professional geotechnical services associated with performing the work in accordance with the Contract documents and the negotiated not to exceed price of Twenty-Four Thousand Two Hundred Fifty and 00/100 (\$24,250.00) for the Geotechnical Services for the City of Doral - Doral Central Park Garage and Recreational Area.

## **ARTICLE 4**

### **4. CONTRACT TIME**

- 4.1 The work to be performed under this Contract is specified in the Notice to Proceed and, subject to authorized adjustments. The Consultant shall perform its services expeditiously in accordance with PSI Proposal No. 0397-467216R3 dated August 26, 2026.

The Consultant shall coordinate its services with the City, Architect/Engineer of Record, and other Project consultants, as applicable, and shall complete all required services and deliverables within the applicable timeframes and design milestones established for the Project. The Consultant's work shall be totally complete and ready for final payment upon completion of all required services and deliverables associated with the full services for the Project.

## **ARTICLE 5**

### **5. INVOICING AND PAYMENT**

- 5.1 The Consultant will issue an invoice once a month for the work which has been completed, in the City Manager's sole discretion. If he/she determines that the work specified in the invoice has been performed according to the job specifications, the City shall pay such invoice within 30 days.
- 5.2 The Consultant's invoice shall show a complete breakdown of the project components, the quantities completed and the amount due, and any other supporting documentation as may be required by the Contract documents for approval.

## **ARTICLE 6**

### **6. INDEMNIFICATION**

- 6.1 The Consultant shall indemnify, defend (with counsel reasonably acceptable to the City), and hold harmless the City, its officials, officers, employees, agents, and volunteers from and against any and all claims, suits, actions, damages, losses, liabilities, judgments, fines, penalties, costs and expenses (including reasonable attorneys' fees and costs through appeal), whether direct, indirect or consequential, arising out of, related to, or resulting from the Consultant's performance of the work, or any negligent act, error, omission, or willful misconduct of the Consultant, its subcontractors, or anyone for whose acts they may be liable. This indemnification obligation shall survive the termination or expiration of this Agreement and shall not be limited in any way by the amount or type of insurance required under Article 7.
- 6.2 Nothing contained in this Agreement or in this indemnification provision shall be construed as a waiver of, or shall otherwise affect or limit, the City's sovereign immunity or the monetary limitations on liability set forth in Section 768.28, Florida Statutes. The City's liability shall in no event exceed the statutory limits set forth in Section 768.28, Florida Statutes, regardless of any provision to the contrary contained in this Agreement.

## **ARTICLE 7**

### **7. INSURANCE**

#### **7.1 General Requirements**

Throughout the term of this Agreement, the Consultant shall procure and maintain, at its sole expense, insurance coverage of the types and in the minimum amounts specified herein. All insurance carriers shall be authorized to transact business in the State of Florida and shall maintain an A.M. Best rating of A- or better, or an equivalent financial strength rating acceptable to the City.

Maintenance of the required insurance coverage shall be a material condition of this Agreement. Failure to maintain or renew the required insurance coverage, or failure to provide satisfactory evidence of such coverage, may be deemed a material breach of this Agreement.

All required insurance shall remain continuously in force for the duration of the Agreement and any applicable warranty, completed operations, or extended reporting period.

#### **7.2 Workers' Compensation and Employer's Liability Insurance**

The Consultant shall maintain Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes.

Employer's Liability coverage shall be maintained with limits of not less than:

|                         |             |
|-------------------------|-------------|
| Each Accident           | \$1,000,000 |
| Disease - Each Employee | \$1,000,000 |
| Disease - Policy Limit  | \$1,000,000 |

If the Consultant claims an exemption from Florida Workers' Compensation requirements, the Consultant shall provide documentation acceptable to the City evidencing such exemption.

### 7.3 **Commercial General Liability Insurance**

The Consultant shall maintain Commercial General Liability Insurance written on an occurrence form with limits of not less than:

|                                 |             |
|---------------------------------|-------------|
| Each Occurrence                 | \$1,000,000 |
| General Aggregate               | \$2,000,000 |
| Personal and Advertising Injury | \$1,000,000 |
| Products-Completed Operations   | \$2,000,000 |

Coverage shall include, at a minimum:

- Premises and Operations
- Independent Contractors
- Contractual Liability

The City of Doral, its elected officials, officers, employees, agents, and volunteers shall be included as Additional Insureds with respect to liability arising out of the Consultant's work under this Agreement.

### 7.4 **Business Automobile Liability Insurance**

If automobiles are used in connection with the performance of services under this Agreement, the Consultant shall maintain Business Automobile Liability Insurance with limits of not less than **\$1,000,000 Combined Single Limit** per accident for bodily injury and property damage.

Coverage shall apply to:

- Owned automobiles
- Hired automobiles
- Non-owned automobiles

If no vehicles will be used in connection with the performance of services under this Agreement, the City may waive this requirement upon written approval.

## **7.5 Professional Liability (Errors & Omissions) Insurance**

The Consultant shall maintain Professional Liability (Errors & Omissions) Insurance with limits of not less than \$1,000,000 per claim and annual aggregate.

If coverage is written on a claims-made basis, the policy shall:

- a. Have a retroactive date no later than the effective date of this Agreement;
- b. Be maintained continuously throughout the term of this Agreement; and
- c. Be maintained for a minimum of three (3) years following completion, termination, or expiration of the Agreement through the maintenance of the policy or through the purchase of an extended reporting period endorsement.

Professional Liability insurance shall cover liability arising from the rendering of, or failure to render, professional services performed under this Agreement.

## **7.6 Umbrella or Excess Liability Insurance**

Any Umbrella or Excess policy used to satisfy the required limits shall be written on a follow-form basis and shall not contain terms, conditions, definitions, or exclusions that are more restrictive than those contained in the underlying insurance policies.

## **7.7 Additional Insured**

The City of Doral, its elected officials, officers, employees, agents, and volunteers shall be included as Additional Insureds on all applicable liability policies, including Commercial General Liability and Business Automobile Liability policies.

Additional Insured coverage shall apply on a primary basis for claims arising out of the Consultant's operations performed pursuant to this Agreement.

## **7.8 Primary and Non-Contributory Coverage**

All liability insurance required under this Agreement shall be primary and non-contributory with respect to any insurance maintained by the City.

Any insurance maintained by the City shall apply in excess of, and shall not contribute with, the Consultant's insurance.

## **7.9 Waiver of Subrogation**

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To the fullest extent permitted by law, the Consultant shall obtain endorsements providing that each insurer waives all rights of subrogation against the City of Doral, its elected officials, officers, employees, agents, and volunteers with respect to all policies required under this Agreement, including Workers' Compensation, Commercial General Liability, and Business Automobile Liability coverage.

**7.10 Evidence of Insurance**

Certificates of Insurance evidencing the required coverage shall be provided to the City before the commencement of services and shall be maintained throughout the term of the Agreement.

The City reserves the right to request and obtain, at any time, copies of:

- Insurance policies;
- Declaration pages;
- Schedules of forms and endorsements; and
- Any endorsements required under this Agreement.

Receipt of a Certificate of Insurance by the City shall not constitute a waiver of any insurance requirement.

**7.11 Cancellation, Non-Renewal, and Material Changes**

The Consultant shall provide the City with thirty (30) days' written notice of any cancellation, non-renewal, material reduction in coverage, or other material change in insurance coverage in accordance with the terms and conditions of the applicable insurance policy.

The Consultant shall provide updated Certificates of Insurance and endorsements demonstrating continuous compliance with the insurance requirements of this Agreement.

**7.12 No Limitation of Liability**

The insurance requirements set forth herein shall not be construed to limit the Consultant's liability under this Agreement, including the Consultant's indemnification obligations. The Consultant's obligation to indemnify, defend, and hold harmless the City shall not be limited by the availability of insurance or by the amount of insurance required under this Agreement.

**ARTICLE 8**

**8. ASSIGNMENT**

8.1 This Agreement shall not be assignable by the Consultant.



## **ARTICLE 9**

### **9. PROHIBITION AGAINST CONTINGENT FEES**

- 9.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Contract, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract unless approved by the City Manager of the City of Doral.

## **ARTICLE 10**

### **10. TERMINATION**

- 10.1 This Contract may be terminated by the City upon ten days' written notice with or without cause and by the Consultant upon 30 days' written notice with or without cause. If this Contract is terminated, the Consultant shall be paid in accordance with the provisions of Articles 4 and 5 of this Contract for all acceptable work performed up to the date of termination.

## **ARTICLE 11**

### **11. NONEXCLUSIVE AGREEMENT**

- 11.1 The services to be provided by the Consultant pursuant to this Contract shall be nonexclusive and nothing herein shall preclude the City from engaging other firms to perform the same or similar services for the benefit of the City within the City's sole and absolute discretion.

## **ARTICLE 12**

### **12. ENTIRE AGREEMENT**

- 12.1 This Contract, together with all pertinent documentation shall constitute the entire agreement which may only be amended or modified upon written agreement between the parties.

## **ARTICLE 13**

### **13. ATTORNEY'S FEES**

- 13.1 In connection with any litigation arising out of this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. This provision shall exclude all litigation resolved by agreement of the parties.

## **ARTICLE 14**

*gt F.R. 9/10/20*

14. NONDISCRIMINATION

- 14.1 During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, national origin, and agrees to abide by all Federal and State laws regarding nondiscrimination.

ARTICLE 15

15. OWNERSHIP AND ACCESS TO RECORDS AND AUDITS

- 15.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Consultant providing services to the City under this Agreement shall be the property of the City. The City Manager or his designee shall, during the term of this Agreement, have access in connection with any litigation arising out of this Contract; the prevailing party shall be entitled to recover reasonable attorney's fees and costs. This provision shall exclude all litigation resolved by agreement of the parties.
- 15.2 Consultant acknowledges that documents, communications, logos, proposals, payment records, deliverables, emails, text messages, marketing materials, applications, scoring sheets, conflict-of-interest forms, sponsorship agreements, grant agreements, and related records provided to or created by the City may be subject to the Florida Public Records Law, Chapter 119, Florida Statutes, and other applicable law. Consultant shall not provide confidential or proprietary information to City unless clearly identified as such and legally supportable as exempt from public disclosure under applicable law. City makes no representation or warranty, and assumes no liability, that any materials submitted by Consultant will be determined to be exempt from public disclosure.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONSULTANT SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (TELEPHONE NUMBER 305-593-6730, EMAIL ADDRESS: [CONNIE.DIAZ@CITYOFDORAL.COM](mailto:CONNIE.DIAZ@CITYOFDORAL.COM), AND MAILING ADDRESS THE CITY OF DORAL HALL, 8401 NW 53<sup>RD</sup> TERRACE, DORAL, FL 33166.

ARTICLE 16

16. INDEPENDENT CONTRACTOR

- 16.1 The Consultant and its employees, volunteers and agents shall be and remain independent contractor and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

## ARTICLE 17

### 17. COMPLIANCE WITH LAWS

17.1 The Consultant shall comply with all applicable federal, state, county, and municipal laws, ordinances, regulations, ethics requirements, lobbying rules, public records requirements, anti-discrimination requirements, accessibility requirements, and City policies.

## ARTICLE 18

### 18. PUBLIC ENTITY CRIMES AFFIDAVIT

Pursuant to Florida Statutes Section 287.135, and subject to limited exceptions contained therein, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services if at the time of bidding, submitting a proposal for, or entering into or renewing a contract, the company is on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the City's option if it is discovered that the company submitted a false certification, or at the time of bidding, submitting a proposal for, or entering into or renewing a contract, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to Florida Statute Section 215.473, or is or has been engaged in business operations in Cuba or Syria, after July 1, 2018. Contractor shall execute and provide the City with a certification, in a form acceptable to the City, certifying compliance with this provision. Additionally, the Contractor agrees to observe the above-referenced requirements for applicable subcontracts entered into for the performance of work under this Agreement.

## ARTICLE 19

### 19. E-VERIFY

The Contractor must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Contractor must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include this requirement in certain subcontracts, such as construction.

Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.



The Contractor shall also comply with Florida Statute 448.095, which directs all public employers, including municipal governments, and private employers with 25 or more employees to verify the employment eligibility of all new employees through the U.S. Department of Homeland Security's E-Verify System, and further provides that a public entity may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Florida Statute 448.095 further provides that if a Contractor enters into a contract with a subcontractor, the subcontractor must

Provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. In accordance with Florida Statute 448.095, Contractor, if it employs more than 25 employees, is required to verify employee eligibility using the E-Verify system for all existing and new employees hired by Contractor during the contract term. Further, Contractor must also require and maintain the statutorily required affidavit of its subcontractors. It is the responsibility of Contractor to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (<https://www.e-verify.gov/employers/enrolling-in-e-verify>) and follow the instructions. Contractor must retain the I-9 Forms for inspection, and provide an executed E-Verify Affidavit, which is attached hereto as Exhibit "C".

In accordance with Section 448.095, Florida Statutes, the CITY requires all contractors doing business with the CITY to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The CITY will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

Handwritten signature in blue ink, followed by the date "8/10/20" in blue ink.

## **ARTICLE 20**

### **20. NOTICES**

20.1 All notices and communications to the City shall be in writing and shall be deemed to have been properly given if transmitted by registered or certified mail or hand delivery. All notices and communications shall be effective upon receipt. Notices shall be addressed as follows:

City: Zeida Sardinas  
City Manager  
City of Doral  
8401 NW 53<sup>rd</sup> Terrace  
Doral, Florida 33166

With a copy to: Connie Diaz  
City Clerk  
City of Doral  
8401 NW 53<sup>rd</sup> Terrace  
Doral, Florida 33166

Consultant: Ernesto Ramos  
Branch Manager  
Building & Construction  
Intertek-PSI

 9/10/20

## ARTICLE 21

### 21. GOVERNING LAW AND VENUE

**21.1 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any choice of law or conflict of law provisions that would require the application of the laws of any other jurisdiction. All questions concerning the validity, interpretation, enforcement, or performance of this Agreement shall be determined in accordance with Florida law.

**21.2 Venue.** The Parties hereby agree that any action, suit, or proceeding arising out of or relating to this Agreement, including any dispute concerning the validity, interpretation, enforcement, breach, or termination of this Agreement, shall be brought exclusively in any state or federal court of competent jurisdiction located in Miami-Dade County, Florida

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Contract upon the terms and conditions above stated on the day and year first above written.

Consultant:

City:

Professional Service Industries, Inc.  
7950 NW 64th Street  
Miami, FL 33166

City of Doral  
8401 NW 53<sup>rd</sup> Terrace  
Doral, FL 33166

By:

*[Signature]*

9/18/26

By:

*[Signature]*

Zeida Sardinas  
City Manager

*Ernesto Ramos, Branch Manager*

*[Signature]*  
Connie Diaz  
City Clerk

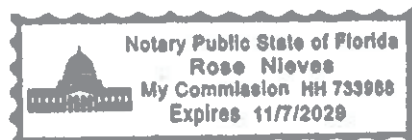
*[Signature]*

Lorenzo Cobiella  
City Attorney

Attest:

*Rose Nieves* 9/18/26

*Rose Nieves, Notary Public*



City of Doral

*E.R.*  
9/18/26

*[Signature]*

9/24/2026

Contract - 12 -



Professional Service Industries, Inc.  
7950 N.W. 64<sup>th</sup> Street  
Miami, FL 33166  
Office: (305) 593-1915

August 26, 2026

**City of Doral**  
8401 NW 53 Terrace  
Doral, FL 33166

Attn: Ms. Nicole Gil, MPA, ENV SP - CIP Senior Project Manager  
[nicole.gil@cityofdoral.com](mailto:nicole.gil@cityofdoral.com)  
305.593.6740 Ext. 1106

Re: Proposal for Geotechnical Engineering Services  
**Proposed Doral Central Park Garage and Recreational Area**  
NW 92nd Avenue and NW 33rd Street  
Doral, FL 33166  
PSI Proposal No. 0397-467216R3

Dear Ms. Gil:

Professional Service Industries, Inc. (PSI), an Intertek company, is pleased to submit a proposal to conduct a geotechnical exploration and report for the above-referenced Proposed Doral Central Park Garage and Recreational Area in Doral, Florida. PSI thanks you for the opportunity to propose these geotechnical services and looks forward to being part of the design team. A review of project information, along with a proposed scope of services, schedule and fee are provided below.

Aerial photographs (Google Earth, 2026) of the site vicinity marked in red and project layout, are shown below in **Figure 1** and **Figure 2**, respectively:



Figure-1: Site Vicinity, Miami, FL

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**FIGURE-2: PROJECT AREA AND PROJECT LAYOUT****PROJECT UNDERSTANDING**

Based on PSI's review of information provided in an email sent by Ms. Nicole Gil, from City of Doral, a summary of our understanding of the proposed project is provided below in the following Project Description table.

**TABLE 1: PROJECT DESCRIPTION AND PROPOSAL BASIS**

|                                                  |                                                                                                                                                                                                                |
|--------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Project Items</b>                             | The project involves the construction of a 5-level parking garage with approximately 530 spaces, ground-level pickleball courts, and a two-story recreation center (details to be provided by City of Doral).  |
| <b>Existing Grade Change within Project Site</b> | ± One foot estimate (based on Google Earth).                                                                                                                                                                   |
| <b>Anticipated Foundation Types</b>              | Shallow foundation (i.e., spread and continuous footings). Depending on subsurface soil conditions, deep foundation may be required for the parking garage.                                                    |
| <b>Maximum Design Loads</b>                      | Maximum gravity column loads are on the order of 750 kips for the parking garage and 300 kips for the recreational center (TBC by structural engineer).                                                        |
| <b>Stormwater Management</b>                     | No stormwater management systems nor scope relating to such systems were discussed in the RFP documents provided in support of this proposal nor on the conceptual site plan files provided for consideration. |

If the indicated structural loads above change, PSI needs to be informed to make the required modifications and recalculate foundation analyses before our geotechnical report is submitted since bearing capacity and settlement conditions may change.

The following table provides a generalized description of the existing site conditions based on available information.

9/10/26

**TABLE 2: SITE DESCRIPTION**

|                                                   |                                                                                                                                                                                                                                                                                                                                                                         |
|---------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Site Location</b>                              | The site is located at the intersection of NW 92nd Avenue and NW 33rd Street in Doral, Florida. It is situated west of Doral Central Park, adjacent to the existing aquatic club facilities and parking areas.                                                                                                                                                          |
| <b>Site History</b>                               | Based on our review of Google Earth Pro Aerial Photographs from 1995 through 2026, the site has historically been covered mainly by low vegetation and areas of exposed ground.                                                                                                                                                                                         |
| <b>Existing Site Ground Cover</b>                 | The site appears to consist of relatively flat terrain and covered by exposed ground. The surrounding areas are urbanized and include paved roads, parking lots, recreational facilities, and bodies of water associated with the park. The ground surface across the site is expected to be firm enough for conventional truck mounted drilling equipment to traverse. |
| <b>Site Boundaries</b>                            | The project site is bounded by NW33rd St to the north, NW 92nd Ave to the west, Doral Central Park area to the east and south (see Figure 1 above).                                                                                                                                                                                                                     |
| <b>Site Access Requirements &amp; Limitations</b> | The project site appears to be accessible to truck-mounted drilling equipment.                                                                                                                                                                                                                                                                                          |

Should the above information be inconsistent with planned construction, the client should contact the PSI office and allow necessary modifications to be made to the proposal.

#### **SCOPE OF SERVICES**

Based on the request for proposal, the geotechnical engineering scope of services will include the following main items, and a breakdown explanation follows.

- Desktop review of generally available public information, i.e., **NRCS**, and **USGS** databases.
- Field exploration consisting of drilling and sampling of the subsurface materials and observation of current groundwater levels at the site.
- Conducting representative laboratory testing of the subsurface materials to determine soil classifications.
- Performing engineering analysis and providing geotechnical recommendations in written report format which will include a discussion of potential foundation systems anticipated to be viable for the project for early planning and evaluation efforts.

#### ***Underground Utility Clearance:***

PSI will contact the “**Sunshine 811**” Service to obtain underground public utility clearance. Underground utility clearance outside of the public domain is normally not addressed by the Sunshine 811 System. If requested, PSI may obtain the services of a private utility locator, for an additional fee. PSI cannot be held responsible for any damage to unmarked private utilities.

#### ***Private Utility Avoidance – Ground Penetrating Radar (GPR):***

will contact local utility clearance entity, i.e., **Sunshine 811** prior to the start of drilling activities; however, it is our experience that these companies do not mark the locations of privately-owned utilities.

*Signature* 

To further mitigate the risk of drilling through existing underground utilities, we highly recommend that the proposed exploration area be scanned with Ground Penetrating Radar (GPR) which is a special device that transmits electromagnetic pulses through the ground at shallow depths. Upon locating any underground utility lines, their approximate locations will be marked on the ground surface with temporary marking paint. It should be noted that the proposed location methods are typically only somewhat reliable for larger or shallower utilities. Smaller utility lines such as fiber optic cable or utility lines deeper than five to six feet from the ground surface may not be identified.

### Field Exploration

Due to the structural characteristics of the mid-rise parking garage and its structural loads require thorough understanding of the subsurface soil properties. Selection of boring depths are very important for this type of structure, and they were determined based on the consideration that deep foundations such as augercast piles could be needed. Based on our experience with the regional geology and geotechnical aspects associated with similar projects, the capacity of potential piling for this mid-rise project will essentially be developed in "side shear" (skin friction and grouting filling limestone voids) between the periphery of the grouted pile and the layers of sand and/or limestone through which the piles penetrate.

The field exploration will consist of 10 Standard Penetration Testing (SPT) soil borings, and two open-hole percolation tests as required by the South Florida Water Management District and following the provided PSI drilling program. **Table 4** below summarizes our exploratory boring program, and **Figure 3** depicts our proposed approximate boring locations.

**TABLE 4: SUMMARY OF BORINGS**

| Design Element                                                                            | Number of Borings/Tests | Boring Depth (ft) | Drilling Footage (feet) |
|-------------------------------------------------------------------------------------------|-------------------------|-------------------|-------------------------|
| <b>5-story parking garage Building, Courts and Recreational Center (B-1 through B-10)</b> | 10                      | 75                | 750                     |
| <b>Percolation Test at 15 feet (P-1 and P-2)</b>                                          | 2-PTs                   | -                 | -                       |
| <b>TOTAL (borings and tests):</b>                                                         | <b>12</b>               | <b>-</b>          | <b>750</b>              |

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**FIGURE-3: PROPOSED SOIL BORING AND PERCOLATION TEST LOCATION PLAN**

The boring and percolation tests' locations will be identified in the field using available natural landmarks or GPS coordinates. Surveying boring locations to obtain surface coordinates and elevations is beyond the scope of work/service. References to depths of various subsurface strata will be based on depths below existing grade at the time of drilling. The field activities description is presented below, and **Table 5** provides field exploration description.

- During the field activities, the subsurface conditions will be observed, logged, and visually classified. Field notes will be maintained to summarize soil types and descriptions, water levels, changes in subsurface conditions, and drilling conditions.
- Final depths of the borings may be extended (because of weak/soft soils) or reduced (because of refusal) depending on the subsurface materials identified during field activities.
- PSI will contact Local Utility Clearance Entity, i.e., **Sunshine 811** prior to the start of drilling activities. It is our experience that these companies do not mark the locations of privately-owned utilities. This proposal is based on private utility lines and other subsurface appurtenances are located in the field by others prior to field activities, if needed. PSI will include the corresponding fees in this proposal.
- PSI will exercise reasonable caution to avoid damage to underground utilities by contacting local utility companies prior to the field activities. However, private utility locations are often unknown by public utility companies and by the utility owners. Therefore, PSI will not be responsible for damage to the site or any buried utilities that are not made known to us.

*Handwritten signature: J. R. Alvarado* 

- Some damage to the ground surface may result from the drilling operations near the work areas and along ingress/egress pathways. The field crew will attempt to limit such damage, but no restoration other than backfilling and grouting the borings is included in this proposal. Excess auger cuttings and drilling spoils would be spread on the site.

**TABLE 5: ANTICIPATED FIELD EXPLORATION DESCRIPTION**

|                                                         |                                                                                               |
|---------------------------------------------------------|-----------------------------------------------------------------------------------------------|
| <b>Drilling Equipment</b>                               | Truck-mounted drilling equipment                                                              |
| <b>Drilling Method</b>                                  | Mud-rotary                                                                                    |
| <b>Field Testing</b>                                    | Standard Penetration Test – SPT (ASTM D1586)                                                  |
| <b>Sampling Procedure</b>                               | Standard Penetration Testing (ASTM D1586)<br>Percolation Testing (SFWMD Usual Open-Hole Test) |
| <b>Sampling Frequency</b>                               | Continuously (two-foot intervals) to a depth of 10 feet and at 5-foot intervals thereafter    |
| <b>Frequency of Groundwater Level Measurements</b>      | During drilling                                                                               |
| <b>Boring Backfill Procedures</b>                       | Soil cuttings and grouting                                                                    |
| <b>Sample Preservation and Transportation Procedure</b> | General accordance with ASTM D4220                                                            |

The field exploration program will be performed in general in accordance with the designated ASTM procedures considering local and regional standard of care practices.

#### **Laboratory Testing**

Representative soil split spoon samples obtained during the SPT-field exploration program will be transported to the PSI laboratory for testing. The nature and extent of this laboratory testing program will be dependent upon the subsurface conditions identified during the field exploration program. The laboratory program will be performed in general accordance with the applicable ASTM procedures considering local and regional standard of care practices to determine geotechnical properties and classification of the soils. The laboratory program may include the following tests included in Table 6 below.

**TABLE 6: LABORATORY TESTING GENERAL PROCEDURES**

| <b>Laboratory Test</b>                   | <b>Applicable ASTM</b>                    |
|------------------------------------------|-------------------------------------------|
| <b>Visual Classification</b>             | ASTM D2488                                |
| <b>Moisture Content</b>                  | ASTM D2216                                |
| <b>Material Finer than No. 200 Sieve</b> | ASTM D1140                                |
| <b>Organic Content</b>                   | ASTM D2974                                |
| <b>Corrosion Series</b>                  | FM 5-550, FM 5-551, FM 5-552 and FM 5-553 |

Portions of any samples that are not altered or consumed by laboratory testing will be retained for 30 days in our laboratory in Fort Lauderdale after the issuance of the geotechnical report and will then be discarded.

#### **Engineering Analyses and Report**

The results of the field exploration and representative laboratory testing will be used in engineering analysis and in the formulation of the recommendations. The results of the subsurface exploration, including the

*Signature* E.R. 9/10/26 

recommendations and the data on which they are based, will be presented in a written geotechnical report that will follow the Geotechnical Report Requirements that apply for this project. The geotechnical report may include the following items:

- General soil profile determination and description, and ground water table approximate location.
- General site development and subgrade preparation recommendations.
- Recommendations for site excavation, fill compaction, and the use of on-site and imported fill material under the structures.
- Recommendations for shallow foundation and bearing capacity estimation as needed for the project based on the considered structural loads confirmed by the structural engineer. Total and differential settlements estimation aligned with bearing capacity.
- Recommendations for deep foundation with auger cast piles for the parking garage, in case that subsurface soil conditions indicate weak or loose soils that may cause unacceptable settlements if shallow foundations are utilized.
- Provide soil parameters for structural design.
- Provide flexible and rigid pavement recommendations.
- Provide construction considerations and recommendations
- Hydraulic conductivity rate for civil design.

A pdf version of the geotechnical report will be prepared and submitted by email to **City of Doral** and design team. If later requested, additional hard copies can be provided. The geotechnical report will be reviewed, signed, and sealed by a registered Professional Engineer in the State of Florida.

#### SCHEDULE

Based on the site accessibility, drilling can commence within approximately **two weeks** after receipt of authorization to proceed, weather permitting. The final report will be provided within approximately **three to four weeks** of written authorization. If desired, preliminary geotechnical design information can be provided to the design team once the representative laboratory testing and basic engineering analyses are complete.

Delays sometime occur due to adverse weather, utility clearance requirements, site clearing requirements for drill rig access, obtaining drilling permits, obtaining *Right of Entries* and other factors outside of PSI's control. In this event, PSI will communicate the nature of the delay and provide a revised schedule as soon as possible.

#### FEE

PSI proposes that the fee for performance of the scope of services be charged on a lump sum basis. Based on the scope of services provided in this proposal, the lump sum total fee will be **\$24,250.00**.

The estimated fee is based on the boring locations being accessible to truck mounted drilling equipment, Client obtaining and providing permission for PSI to enter and access the site and arranging for sufficient to the required exploration locations to facility our fieldwork onsite on our behalf.

It should be noted that fees associated with reviewing construction drawings, executing traffic control services, preparing construction specifications, attending special conferences, providing environmental consulting, and any other work requested after submitting the report is not included in the proposed fee.

*Signature* E.R.  
08/10/26 

**AUTHORIZATION**

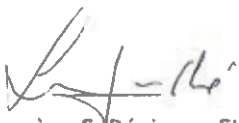
PSI will proceed with the geotechnical service based on written authorization. The service will be performed pursuant to the attached General Conditions-Florida, enclosed and incorporated into this proposal.

Please sign the authorization sheet and return one copy of this proposal. When returning the proposal, please also complete the attached Project Data Sheet, and provide a scaled-current site plan so that PSI may best serve the project. By executing this authorization, permission is being provided for PSI to access the project site.

**CLOSING**

We at PSI appreciate the opportunity to offer professional services for this project and look forward to being part of the design team. If there are any questions, please feel free to contact us at your convenience.

Respectfully submitted,

**PROFESSIONAL SERVICE INDUSTRIES, INC.**

Lucrèce E. Régisme, EI  
Staff Engineer – Geotechnical Services  
lucrece.regisme@intertek.com



Jose N. Gómez, PE, BC.GE  
Chief Engineer – Principal Consultant  
jose.n.gomez@intertek.com

Attachments: Proposal Authorization and Payment Instructions  
Project Data Sheet  
General Conditions-Florida

LR/VA/JNG/ va



**Proposal Authorization & Payment Instructions****Authorization**

To execute this proposal, please sign and complete the authorization information below, along with applicable payment instructions, and return one copy of the authorized proposal to the PSI office.

\_\_\_\_\_  
Authorized By (please print)\_\_\_\_\_  
Signature\_\_\_\_\_  
Title\_\_\_\_\_  
Firm\_\_\_\_\_  
Address\_\_\_\_\_  
City\_\_\_\_\_  
State\_\_\_\_\_  
Zip Code\_\_\_\_\_  
Telephone\_\_\_\_\_  
Email Address\_\_\_\_\_  
Date\_\_\_\_\_  
Purchase Order No. / Project Tracking No. (if applicable)**Payment Instructions**

If invoice payment is to be made by a party other than the authorizing party above, please provide the following information for whom the invoices are to be billed:

\_\_\_\_\_  
Firm\_\_\_\_\_  
Attention\_\_\_\_\_  
Address\_\_\_\_\_  
Title\_\_\_\_\_  
City\_\_\_\_\_  
State\_\_\_\_\_  
Zip Code\_\_\_\_\_  
Telephone\_\_\_\_\_  
Authorizing Party's Relationship to Invoice Payment Party

If invoices are to be approved other than by the payment party above, please provide the following information for whom the invoices are to be mailed for approval:

\_\_\_\_\_  
Firm\_\_\_\_\_  
Attention\_\_\_\_\_  
Address\_\_\_\_\_  
Title\_\_\_\_\_  
City\_\_\_\_\_  
State\_\_\_\_\_  
Zip Code\_\_\_\_\_  
Telephone\_\_\_\_\_  
Authorizing Party's Relationship to Invoice Approval Party

Signature: *[Handwritten Signature]*  
Date: *8/26/26*  
Initials: *E.P.*  
Stamp: 

**Project Data Sheet**

Please complete the following Project Data Sheet so that PSI may best serve your project.

Project Name

Architect

Project Manager

Phone Number

Structural Engineer

Project Manager

Phone Number

Civil Engineer

Project Manager

Phone Number

Construction Type

Plan Area

Number of Floors

Interior Column Spacing

Exterior Column Spacing

Exterior Column Load

Live

Dead

Interior Column Load

Live

Dead

Floor Slab Load

Slab-on-Grade

Basement/Depth

Will Elevation of site be raised by filling

How much?

Septic Tank

Storm Water Drainage

Pavement Type

Traffic Load

Traffic Type

Other pertinent Information/Subsurface Information


 E.R.  
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## GENERAL CONDITIONS - FLORIDA

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.

*E.R. aliole*

## GENERAL CONDITIONS - FLORIDA

### 10. ALLOCATION OF RISK, LIMITATION OF LIABILITY, AND RELEASE OF INDIVIDUAL EMPLOYEES AND AGENTS: PURSUANT TO FLORIDA STATUTE § 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF PSI MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

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.


  
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 9/10/20
   
 4/22