

February 7, 2014

Ms. Kristi Rathbun, P.E.  
Structural Engineer  
Hunt Engineers, Architects & Surveyors, PC  
Airport Corporate Park  
100 Hunt Center  
Horseheads, New York 14845-1019  
Email: rathbunk@hunt-eas.com

Re: Proposal for Geotechnical Engineering Exploration  
Homer Central School District  
Proposed Homer Senior High School Additions  
Music Room Addition and Gymnasium Addition  
80 S. West Street  
Homer, Cortland County, New York 13077  
HUNT 2503-014  
**PSI Proposal No.: 0806-115453**

Dear Ms. Rathbun,

Professional Service Industries Engineering, PLLC is pleased to submit this proposal for providing a Geotechnical Engineering Exploration for the referenced project. This proposal includes a review of furnished project information, presents our proposed exploration scope of services, and contains scheduling and fee information.

### **PROJECT INFORMATION**

Project information was obtained from Ms. Kristi Rathbun, P.E. of Hunt Engineers, Architects & Surveyors, PC. One (1) Hunt Engineers, Architects & Surveyors, PC project drawing dated February 2014, numbered SB-1 and titled "High School Soil Boring Location Plan" containing approximate soil boring locations, the proposed building addition footprints, and existing building footprint was provided for this proposal. However, topographic information was not provided.

It is understood that the project is going to consist of the construction of two additions to the existing Homer Senior High School. The western building addition will be the Music Room addition and will be two-stories. The eastern building addition will be the Gymnasium addition and will be two-stories. Both of the additions are expected to have a finished floor elevation equal to the original building elevation.

Construction of the additions is anticipated to be a steel frame system consisting of metal roof deck supported by steel joists on steel perimeter beams and columns. The floor slab is anticipated to be a concrete slab on grade with typical spread foundations supporting the walls and columns. Structural loadings as provided by Hunt Engineers, Architects & Surveyors, PC are as follows:

Columns Loads (Music Addition):	Forty (40) to eighty (80.0) kips (k)
Columns Loads (Gym Addition):	One-hundred (100) to one-hundred sixty (160) kips (k)

## SCOPE OF SERVICES

As determined by Hunt Engineers, Architects & Surveyors, PC. and Professional Service Industries Engineering, PLLC, one (1) building addition soil boring drilled to an approximate depth of twenty-five (25) feet below existing site grade and two (2) building addition soil borings drilled to an approximate depth of thirty (30) feet each below existing grade will be performed. The test borings will be conducted in accordance with ASTM D-1586 (Penetration Test and Split Barrel Sampling of Soils). Should refusal to advancement of the hollow stem-drilling auger indicating rock conditions occur, borings will be terminated at auger refusal.

Professional Service Industries Engineering, PLLC will locate the borings in the field by measuring from existing site reference points shown on available project plans. Top-of-hole elevations by optical leveling techniques utilizing a fixed landmark as the benchmark are the responsibility of others. Professional Service Industries Engineering, PLLC will contact Dig Safely New York to clear the utilities. However, Professional Service Industries Engineering, PLLC requests that Hunt Engineers, Architects & Surveyors, PC notify us of all private or public utilities that are not in the Dig Safely New York registries.

You will be notified if any necessary changes in the boring depths/schedule due to encountered subsurface conditions and any associated additional cost, by telephone during the boring program prior to our demobilization from the site. Borings will be backfilled with soil cuttings only.

Upon completion of the field exploration, we will transport the soil samples to our laboratory for visual engineering classification. The natural moisture content and penetrometer strength tests will be determined on all cohesive samples. Other laboratory tests may include Atterberg Limits and/or grain size distribution, if the soil conditions warrant.

A registered professional engineer specializing in the geotechnical-engineering field will evaluate the results of drilling, sampling and laboratory testing. We will prepare a supplemental report that includes the following:

- Available project information, review of general geology, subsurface conditions, and reviews of field and laboratory test data.
- Geotechnical recommendations for the type of foundations that would be feasible for the proposed project and provision of data for use in foundation design and construction including the estimated total and differential settlements and the allowable soil bearing pressure.
- Recommendations for earthwork including subgrade preparation, excavations, fill and backfill.
- Construction considerations, including temporary excavation and construction control of water.
- Floor slab-on-grade geotechnical recommendations including a modulus of subgrade reaction (k).

In addition, the project site is located within a municipality that employs the 2010 New York State Building Code that employs the International Building Code 2006 edition. As part of this code, the design of structures must consider dynamic forces resulting from seismic events. These forces are dependent upon the magnitude of the earthquake event as well as the properties of the soils that underlie the site. As part of the procedure to evaluate seismic forces, the code requires the evaluation of the Seismic Site Class, which categorizes the site based upon the characteristics of the subsurface profile within the upper one hundred feet of the ground surface. To define the Site Class for this project, Professional Service Industries



Engineering, PLLC proposes to interpret the results of soil test borings drilled with the project site and estimate appropriate soil properties below the base of the borings to a depth of one hundred (100) feet, as permitted by Section 1615.1.1 of the code. The estimated soil/rock properties will be based upon data available in published geologic reports as well as our experience with subsurface conditions in the general site area.

Professional Service Industries Engineering, PLLC also proposes to calculate the applicable site coefficients  $F_a$  and  $F_v$ , based upon short period and 1.0 second period accelerations obtained for the site location as presented on the maps presented in the building code or by accessing the USGS database.

If the Site Class, as determined from the procedures noted above, falls within categories C, D, E or F, the code requires an assessment of slope stability, liquefaction potential, and surface rupture due to faulting or lateral spreading. For certain types of buildings and sites, an evaluation of seismic stresses on retaining and basement walls may also be required. Detailed evaluations of these factors are beyond the scope of this proposal. However, our evaluation of conditions will provide a qualitative assessment of these issues and will provide recommendations for more detailed study if the risk of one or more of these hazards is considered significant.

The proposed scope of services is based on the following:

- The site is assumed to be accessible by a truck mount drill rig. The project services do not include the use of dozer to provide access to boring locations at the time of our field exploration. If a bulldozer is needed to provide access and/or help the drill rig traverse the site an additional cost will be applicable. No time of day restrictions are placed on the drilling activities.
- Project services do not include an evaluation of the site for assessing the potential presence of hazardous or toxic materials. If you require such services, PSI can provide them under a separate proposal and authorization.
- The services proposed herein are conventional in nature and do not include any special services that may lessen the risk of conditions that can contribute to moisture, mold or other microbial contaminate amplification in buildings. You may be aware that mold is abundant throughout nature and is comprised of a wide variety of microscopic fungi. Due to its nature, the potential for mold infestations cannot be completely eliminated. However, PSI offers a wide array of professional Moisture, Waterproofing, Roofing and Indoor Air Quality/Mold Consulting services that can help minimize the likelihood of future occurrences. PSI is interested in discussing these service options with you to suit your specific needs and project objectives. If requested, PSI will submit a proposal for these additional services under a separate cover for your review and authorization
- Some damage to the ground surface may result from the drilling operations near the work areas and along ingress/egress pathways. We will attempt to minimize such damage, but no restoration other than backfilling the boreholes and capping with cold-patch asphalt in any asphaltic cement concrete paved areas will be performed.
- The fees outlined in this proposal are based on the assumption that suitable materials will be encountered within the proposed boring depths for the foundation placements. Should conditions be encountered which require deepening borings or additional investigation, we will notify you to discuss modifying the outlined scope of work. Additional work beyond the scope outlined in this proposal will not be performed without your prior authorization.



## SCHEDULE

Based on our present schedule, we can commence field activities within five (5) business days after the receipt of the notice to proceed. The written report of our findings will be available within thirty (30) days from the notice to proceed. It is estimated that approximately one (1) to two (2) days will be needed to complete the drilling operations. Preliminary recommendations can be made to appropriate parties upon completion of field and laboratory testing.

## LUMP SUM COSTS

Professional Service Industries Engineering, PLLC proposes that the fee for the described services will be charged on a lump sum basis. *The estimated lump sum cost is \$3,058.00.* This cost does not include the charges for any unforeseen additional work. Any additional work will be charged at unit rate prices shown on the attached fee schedule, and work will not be performed without your approval. Our work will be accomplished pursuant to the PSI General Conditions, a copy of which is enclosed herewith and incorporated into this proposal.

Professional Service Industries Engineering, PLLC is available to review earthwork and related portions of project drawings and specifications, and to confer with the design team after submittal of our report. Such follow-up services will be invoiced in accordance with our standard fee schedule, a copy of which is attached for your reference. We will obtain your specific authorization prior to providing any additional services.

## AUTHORIZATION

If this proposal is acceptable to you, please sign the next page as notice to proceed and return one copy of this proposal intact to our office. Also, please complete and enclose the project information sheet to assist us in setting up our project files and reporting properly. We will proceed with the work upon receipt of the signed authorization.

Professional Service Industries Engineering PLLC appreciates the opportunity to submit this proposal and look forward to working with you on this project. If you have any questions concerning our proposal, please contact our office.

Respectfully submitted,

**PROFESSIONAL SERVICE INDUSTRIES ENGINEERING, PLLC**



Steven Pump  
Branch Manager



David B. Sabol, P.E.  
Vice President

Attachments: Project Data Sheet  
Schedule of Services and Fees  
PSI General Conditions



AGREED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014

PRINT NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

FIRM \_\_\_\_\_





**PROFESSIONAL SERVICE INDUSTRIES ENGINEERING, PLLC**  
**SCHEDULE OF FEES**

Homer Central School District  
 Proposed Homer Senior High School Additions  
 Music Room Addition and Gymnasium Addition  
 80 S. West Street  
 Homer, Cortland County, New York 13077  
 HUNT 2503-014

<u>Services</u>	<u>Quantity</u>	<u>Price</u>	<u>Unit</u>	<u>Total</u>
Project Engineer, PE	6	95.00	hour	570.00
Principal Engineer, PE	2	130.00	hour	260.00
				<u>Estimated Engineering Budget: \$ 830.00</u>
Mobilization/Demobilization of CME 55 Truck Mount Rig	1	450.00	lump sum	550.00
Soil Drilling & Sampling-Standard (w/SPT)	80	10.50	foot	840.00
Thin Wall Tube	open	45.00	each	open
Boring Layout	6	50.00	hour	300.00
Utility Clearance	1	50.00	hour	50.00
Rock Core Drilling	open	45.00	foot	open
Per Diem-2-Man Crew	1	240.00	night	240.00
				<u>Estimated Drilling Budget: \$ 1,980.00</u>
Moisture Content/Visual Classification	23	6.00	each	138.00
Grain Size Analysis and/or Atterberg Limits Determination	2	55.00	each	110.00
Unconfined Compressive Strength Test	open	60.00	each	open
Unconfined Compressive Rock Strength Test	open	25.00	each	open
				<u>Estimated Laboratory Cost: \$ 248.00</u>
				<b><u>LUMP SUM COST: \$ 3,058.00</u></b>



**Professional Service Industries Engineering, PLLC**  
**Project Data Sheet**  
**Subsurface Exploration**

1. Project Name: \_\_\_\_\_
2. Project Location: \_\_\_\_\_
3. Your Job No.: \_\_\_\_\_ Purchase Order No.: \_\_\_\_\_
4. Project Manager: \_\_\_\_\_ Telephone No.: \_\_\_\_\_
5. Number and Distribution of Reports:  
( ) Copies To: \_\_\_\_\_ ( ) Copies To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_ Attn: \_\_\_\_\_
6. Invoicing Address: \_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_
7. Type of Structure: \_\_\_\_\_ Number of Floors: \_\_\_\_\_
8. Special Equipment of Installation: \_\_\_\_\_
9. Interior Column Spacing: \_\_\_\_\_ Exterior Column Spacing: \_\_\_\_\_
10. Exterior Column Load: \_\_\_\_\_ Live: \_\_\_\_\_ Dead: \_\_\_\_\_
11. Interior Column Load: \_\_\_\_\_ Live: \_\_\_\_\_ Dead: \_\_\_\_\_
12. Floor Slab Load: \_\_\_\_\_ Slab on Grade: \_\_\_\_\_ Basement/Depth: \_\_\_\_\_
13. Will elevation of site be raised by filling: \_\_\_\_\_ How Much: \_\_\_\_\_
14. Septic Tank: \_\_\_\_\_ Storm Water Drainage: \_\_\_\_\_
15. Pavement Type: \_\_\_\_\_ Traffic Load: \_\_\_\_\_ Traffic Type: \_\_\_\_\_
16. Other pertinent information: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
17. Is there any pervious subsurface information available: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PSI B-900-12 (2)



## GENERAL CONDITIONS

- 1 **PARTIES AND SCOPE OF WORK:** Professional Service Industries Inc ("PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific service to be performed by PSI as set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
- 2 **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed.
- 3 **PREVAILING WAGES:** This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. Due to the professional nature of its services PSI is generally exempt from the Davis Bacon Act and other prevailing wage schemes. 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. These exclusions shall survive the completion of the project and shall be merged into any subsequently executed document between the parties, regardless of the terms of such agreement. 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. 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.
- 10 **ALLOCATION OF RISK:** CLIENT AGREES THAT PSI'S SERVICES WILL NOT SUBJECT PSI'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST PSI. STATEMENTS MADE IN PSI REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT. 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. 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 **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, treater 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.
- 15 **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 DuPage County, Illinois, or the Federal Court for the Northern District of Illinois.
- 16 **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.
- 17 **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.

