



March 30, 2018

Tetra Tech Project: 194-5363 Task 21

Steve McAlearney
Senior Project Manager
City of Key West
3140 Flagler Ave
Key West, FL 33040

Reference: Aquarium Seawall, Key West, Florida
Subject: Submerged Lands Lease Survey Work

Dear Mr. McAlearney:

Pursuant to our discussion, please find the attached proposal from AVIROM for \$6,820.00 to complete the supplemental survey required to modify the Submerged Lands Lease within the Aquarium Basin, a condition of permit approval made by FDEP.

Work will be completed under our current Environmental Engineering Services Contract using previously agreed upon terms and conditions. The task budget will not be exceeded without written authorization.

Summary of Budget

Items	Task Title/Task Function	Amount
21.	Submerged Land Lease Modification Survey	\$ 6,820
	Total Time & Material Estimate	\$ 6,820

If you have any questions or require any additional information, please contact me at 772-380-5491.

Sincerely,

Dave Frodsham PE
Project Engineer

cc: Shauna Stotler, Tetra Tech

Tetra Tech, Inc.
759 South Federal Highway, Suite 314, Stuart, FL 34994
Tel: 772.781.3400 Fax: 772.781.3411 www.tetrattech.com



TETRA TECH

Accepted By:

Key West Aquarium Seawall
CONTRACT OR PROJECT NAME

JK Scholl CITY OF KEY WEST
CLIENT

Brian Proctor
By (PRINT NAME)

J. K. SCHOLL
BY (PRINT NAME)

VP operations Mgr
TITLE

CITY MANAGER
TITLE

BVP
April 2, 2018
SIGNATURE DATE

JK Scholl 03 APRIL 2018
SIGNATURE DATE



AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING

March 15, 2018

Via E-Mail: Dave.Frodsham@TetraTech.com

Mr. Dave Frodsham, P.E.
Senior Civil Engineer
Tetra Tech
759 South Federal Highway, Suite 314
Stuart, FL 34994

*Re: Key West Aquarium, 1 Whitehead Street, Key West, Florida 33040 – Our Job No. 10754
Revised Lease for Preempted Area >3,000 Square Feet Over Sovereignty Submerged
Lands.*

Dear Dave:

Subsequent to your request we will prepare a revised sovereign submerged land lease survey in accord with the Florida Department of Environmental Protection (FDEP) Survey Requirements (SLER 0950) to support the City of Key West DEP Application No.: 0224891-003.

Scope

The sovereign submerged land lease survey shall be prepared to include Items [a] through [s], where applicable.

We will not contact the Division of State Lands, Bureau of Survey and Mapping as suggested in the Survey Requirements Package, because we have submitted hundreds of submerged land lease surveys to the FDEP and are quite familiar with the process.

To satisfy some of the required items it will be necessary for us to mobilize a crew to obtain additional information:

1. Locate the concrete berthing pier directly west of the project.
2. Obtain water depths referenced to Mean Low Water from our westerly limits extending westerly to the navigation channel, being approximately 700 linear feet.
3. Recover boundary monumentation of the subject parcel, or identifiable corner of record to tie in the sovereign submerged land lease.

**402 APPELROUTH LANE, SUITE 2E, KEY WEST, FLORIDA 33040
[305] 294-7770 WWW.AVIROMSURVEY.COM**

The office work will consist of:

1. Researching and obtaining the sovereign submerged land leases of all adjacent upland land owners to determine the effect, if any of their respective submerged leases to this revised lease. Adjacent leases will be shown and, if conveyed by Trustees' Deed, the Deed Number will be included.
2. Revise the current submerged lease (Sovereignty Submerged Land Lease No. 440030665) to delineate the proposed seawall within the new "preempted area" and create a new legal description and sovereign submerged land lease survey.
3. Determine and delineate the riparian rights boundary lines extending into the Key West Harbor, from both sides of the upland property.
4. Calculate and dimension the distance from the concrete berthing pier and also the proposed sea wall to the projected riparian boundary lines.
5. Delineate the Mean High Water Line on the survey in accord with Chapter 177, Part II.

Clarification

- Client shall arrange all access and permission with the Key West Aquarium to have our crew perform the bathymetric survey. Delays encountered due to access at no fault of Avirom & Associates may incur additional costs, which will be billed at our contracted hourly rates.
- The Mean High Water Line survey shall be in accord with Chapter 177, Part II Florida Statutes.
- This proposal is based on one mobilization by our crew to accomplish the project.

Deliverable

We shall provide four (4) signed and sealed hard copies of the sovereign submerged land lease survey certified to "The Board of Trustees of the Internal Improvement Trust Fund of the State of Florida" and also to the "City of Key West", including an electronic PDF file.

Time Frame

We can mobilize to the site within two (2) weeks after receipt of an executed contract and have the project completed within four (4) weeks after the fieldwork, which is anticipated to take three days.

Fee:

The itemized fees to perform the above services are lump sum based on:

1. Field Work

- a) Locate berthing pier and recover boundary monuments
with mobilization (14 hours @ \$125.00 per hour) \$ 1,750.00 lump sum
- b) Bathymetric survey from westerly boundary to channel of Key West Harbor
..... (Hydrographic Survey Crew with GPS sounder & boat) ... \$ 3,750.00 per day*

* *Minimum of one day required*

TOTAL FIELD WORK..... \$ 5,500.00 lump sum

2. Office Work

- a) Research adjacent sovereign submerged land lease, determine riparian line and
write legal description (3 hours PLS @ \$100.00 per hour) \$ 300.00 lump sum
- b) Draft survey (12 hours CADD Drafting @ \$85.00 per hour) \$ 1,020.00 lump sum

TOTAL OFFICE WORK \$ 1,320.00 lump sum

General Conditions:

1. *All invoices are due and payable in full upon receipt. Surveyor reserves the right to withhold certified prints and files to client or client's consultants until payment is made in full. If payment is not received within 10 days of the invoice date, a late charge may be added to the invoice in an amount not to exceed 1½ percent per month on the outstanding balance. If payment is not received within 45 days of the invoice date, Surveyor may terminate this agreement or suspend work under the agreement until payments have been made in full. The undersigned agrees to pay reasonable attorney fees up to 50% and all costs and expenses incurred by Avirom & Associates, Inc. in the collection of any past due obligation of the undersigned pursuant hereto.*
2. *Electronic data files furnished by Avirom & Associates, Inc. in connection with this project are instruments of service. All original instruments of service shall be retained by Avirom & Associates, Inc. and will remain their property, with all common law, statutory and other reserved rights, including copyright, in those instruments. This information provided in the instruments of service is proprietary and will not be shared with others without prior written consent. The client may request reproducible copies, and all original documents upon payment of all outstanding invoices, and expenses.*
3. *Copies in excess of four prints, Federal Express, deliveries and out-of-pocket expenses will be charged to client at cost. Additional prints will be charged at \$5.00 per print.*
4. *Revisions to survey requested by governmental agencies that are more stringent than Standards of Practice as set forth in Chapter 5J-17 FAC pursuant to Section 472 Florida Statutes will be an additional expense to client based on our current contracted hourly rates.*

AVIROM & ASSOCIATES, INC.

We thank you for the opportunity to submit this proposal and we look forward to working with you on this project.

Should you have any questions or comments, please feel free to contact me.

Respectfully,



Keith M. Chee-A-Tow, P.L.S.
Project Surveyor

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