



• Geotechnical Engineering • Foundation Engineering • Construction Materials Testing • Soil Borings/Monitor Wells

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October 5, 2011

Mr. Maxwell Mozo, P.E.  
**CH2M HILL**  
9428 Baymeadows Road, Suite 300  
Jacksonville, Florida 32256

Re: Proposal for Subsurface Exploration & Laboratory Testing  
5 Marine Sites Key West Vicinity  
Key West, Monroe County, Florida  
KACO Proposal No. 11-404 (2<sup>nd</sup> Revision)

Dear Mr. Mozo:

This revised proposal changes the two Mallory Square borings to water instead of land borings, and states that these borings will be performed at night, when boat traffic is reduced allowing for better drilling conditions. This Proposal describes our understanding of the project, outlines anticipated subsurface conditions, lists a purpose for our work, suggests a specific scope of work, and presents our compensation.

### **CAPABILITIES AND EXPERIENCE**

Kaderabek Company (KACO) is a consulting firm providing geotechnical engineering services. We also have equipment and personnel capable of performing soil borings, installing monitor wells, and testing soil/concrete during construction. The Principals of our firm are registered Professional Engineers in the State of Florida, and collectively have over 40 years of experience in the geotechnical engineering field in South Florida.

As a small firm, we have the ability to exercise a great deal of flexibility during the various stages of project development, enabling us to provide a better and more time effective service to our clients. The small firm format also allows direct involvement of the Principals on **every** project. This assures our clients that the highest possible level of experience and quality of service is brought to their projects.

Our project experience ranges from residential developments over soft soils to high-rise construction. Low-rise to high-rise project experience in South Florida is summarized below and on the attachments to this Proposal:

58-Levels, 3 Towers, ICON Brickell, Miami  
56-Levels, Opera Tower, Miami  
56-Levels, Mint, Miami  
52-Levels, Jade Ocean, Sunny Isles Beach, Miami  
51-Levels, Santa Maria, Brickell Avenue, Miami  
51-Levels, Jade Beach, Sunny Isles Beach, Miami  
49-Levels, 2 Towers, Everglades On The Bay, Miami  
48-Levels, Jade Residences, Miami  
47-Levels, Paramount Bay At Edgewater Square, Miami  
46-Levels, Three Tequesta, Brickell Key, Miami  
46-Levels, EPIC, Miami  
45-Levels, 3 Towers, Trump Tower Sunny Isles Beach, Miami  
45-Levels, IVY, Miami  
42-Levels, 2 Towers, Brickell On The River, Miami  
41-Levels, Wind, Miami  
41-Levels, Bristol Tower, Brickell Avenue, Miami  
40-Levels, 1800 Club, Miami  
40-Levels, Brickell View, Miami  
40-Levels, Ocean Palms, Hollywood  
40-Levels, One Broadway, Miami  
40-Levels, Two Tequesta, Brickell Key, Miami  
40-Levels, Carbonell, Brickell Key, Miami  
39-Levels, Miramar Center, Miami  
37-Levels, 600 Brickell Financial Center, Miami  
36-Levels, Mary Brickell Village, Miami  
36-Levels, Yacht Club At Brickell, Miami  
36-Levels, Asia, Brickell Key, Miami  
36-Levels, Neo Vertika, Miami  
35-Levels, Loft 2, Miami  
35-Levels, 2 Towers, Waverly, Miami Beach  
33-Levels, Yacht Club Portofino, Miami Beach  
33-Levels, Floridian, Miami Beach  
33-Levels, 4 Towers, Mid Town, Miami  
33-Levels, Grovenor, Coconut Grove, Miami  
31-Levels, Porto Vita North Tower, Aventura  
Florida Marlins Baseball Stadium  
Port Of Miami: Bulkheads, Terminals, Pavements, Drainage, Office, High Mast Lighting  
Downtown Dadeland-2 Level Below Ground Basement  
Sandy Lane Hotel, Barbados;  
Canouan Resort, The Grenadines & St. Vincent;  
Hilton Hotel Indigo Bay, St. Maarten;  
Secrets Resort, Jamaica;  
Statia Terminal 8-Oil Storage Tanks, St. Eustatia N.A.;



## **STATEMENT OF QUALIFICATIONS**

The qualifications listed below responds to the information requested by CH2M Hill in the request for proposal.

- The waterside boring will be performed with KACO equipment operating from a barge positioned adjacent to the bulkhead. We will block use of the bulkhead for an entire day.
- The land borings will be performed adjacent to the bulkhead; pavers will be removed and then replaced once the work is completed.
- No drilling fluids will be discharged into the water.
- The land borings will be backfilled with soil and filled with concrete in the top one foot.
- Photographs of the field equipment used in the past are attached.
- The laboratory tests will be completed in Miami; photographs of our facility are attached.
- The point of contract for this project will be the author of this proposal.
- The Mallory Square borings will use a land platform built over the bulkhead.
- Partial KACO project list, borings over water using barge:
  1. Virginia Key Wastewater Plant Ocean Outfall, Miami-Dade County,
  2. New River Fort Lauderdale Utility Crossing, Broward County,
  3. El Portal Seawall, Miami-Dade County,
  4. Epic Bulkhead Miami River, Miami-Dade County,
  5. Port Of Miami Seaboard Yard Bulkhead (CH2M Hill), Miami-Dade County

## **PROJECT INFORMATION**

Information about this project was received from Mr. Max Mozo. We have received the following documents to aid us in the preparation of this proposal: an email describing the geotechnical work requested, and a 6 page Request For Proposal. If we are authorized to complete the work described herein we request a copies of a recent Site Survey(s).

The project sites are located around Key West from Garrison Bight to Mallory Square. The work sites are referred to as: Mallory Square, Zero Duval, Floating Dock, Ferry Pier Extension, and Tarpon River.



The Mallory Square T-Pier (Site 1), is the T-Pier at the cruise ship berthing area at Mallory Square in Key West, Florida. There is an existing T-Pier structure extending off the Mallory Square wharf. A new berthing dolphin will be installed at the north end of the existing T-pier structure. The water depth at the project site is about 25 feet, with a maximum tidal variation of about 4 feet.

The Zero Duval Seawall (Site 2), is the terminus of Duval Street in Key West, Florida. There is an existing bulkhead structure and large sewer outfall penetration. A new sheet pile wall will be constructed outside of the existing wall. The water depth at the project site is about 10 feet, with a maximum tidal variation of about 4 feet. The project will consist of constructing a new sheetpile bulkhead waterside of the existing bulkhead. In addition, the small building, dock and sun screen will be moved and reinstalled in the same location as previous.

The Ferry Terminal Dock Extension (Site 3), is the Key West Ferry Terminal at the intersection of Caroline Street and Grinnell Street in Key West, Florida. There is an existing Concrete dock that will is being planned for extension. The water depth at the project site varies from 15 to 18 feet, with a maximum tidal variation of about 4 feet. The existing Ferry Terminal Dock is a concrete dock approximately 180 feet long. The project will consist of constructing an approximate 121 feet extension to the existing dock.

The Ferry Terminal Floating Docks (Site 4), is the Key West Ferry Terminal at the intersection of Caroline Street and Grinnell Street in Key West, Florida. The City is planning on installing a 204 foot dock with 50 feet extensions along Trumbo Road. The water depth at the project site is about 10 feet, with a maximum tidal variation of about 4 feet. The Ferry Terminal Floating Dock project will consist of constructing a new floating dock system 204 feet along the waterside of Trumbo Road.

The Tarpon Pier (Site 5), is at Garrison Bight at the intersection of North Roosevelt and Palm Ave in Key West, Florida. The City is planning on replacing the existing Tarpon Pier. The water depth at the project site is about 8 feet, with a maximum tidal variation of about 4 feet. The existing Tarpon Pier is approximately 400 feet long. The project will consist of replacing the existing Tarpon Pier at Garrison Bight.

## **PURPOSE**

The purpose of our services on this project will be to explore the subsurface conditions, perform laboratory tests, and provide an engineering data Report of our findings.



## PROPOSED SCOPE OF SERVICES

1. An engineer from our office will select test locations based on the furnished survey. KACO will perform borings in areas which are indicated to us to be free from underground utilities, based on contacting Sunshine State Underground Utilities Notification Center. KACO cannot be held responsible for damage to underground utilities which are not identified to our staff. We specifically request information about the location of underground utilities for this project.
2. The borings will be positioned using GPS coordinates provided by CH2MHill or we will estimate borings location coordinates from Google Maps. We will engage a surveyor to provide a land elevation at each of the 5 work sites so that we can provide a mudline elevation.
3. The Geotechnical Study will consist of the field tests which are described below; borings will be advanced using rotary mud drilling techniques, with sampling via SPT or NX core or thin walled tube samples, depending upon the conditions encountered:

### Site 1: Mallory Square

- 2 SPT/NX Borings Waterside To A Tip Elevation Of -110 Feet NGVD
- Due to boat traffic surge, perform borings at NIGHT.
- Perform a total of 40 linear feet of NX size rock coring.

### Site 2: Zero Duval

- 1 SPT/NX Boring Landside To A Tip Elevation Of -45 Feet NGVD
- 1 SPT/NX Boring Waterside To A Tip Elevation Of -45 Feet NGVD.
- Perform a total of 20 linear feet of NX size rock coring.

### Site 3: Ferry Pier Extension

- 2 SPT Boring Waterside To A Tip Elevation Of -60 Feet NGVD
- Perform a total of 20 linear feet of NX size rock coring.

### Site 4: Floating Dock

- 4 SPT/NX Borings Waterside To A Tip Elevations Of -60 Feet NGVD
- Perform a total of 40 linear feet of NX size rock coring.

### Site 5: Tarpon River

- 2 SPT/NX Borings Waterside To A Tip Elevations Of -60 Feet NGVD
- Perform a total of 20 linear feet of NX size rock coring.

4. An engineer or geologist from our office will classify and stratify the soil/rock samples recovered, during the drilling process in the field. SPT samples will be placed in sealed containers. NX core will be placed in wooden core boxes. Core boxes will be photographed in the field prior to transportation to the office. The percent core recovery and RQD will be calculated in the field. During drilling, the drilling and core times will be recorded, and loss of circulation will be noted.
5. Daily progress reports of the field work will be submitted.
6. The land borings will be backfilled and patched so as not to cause a pedestrian hazard.
7. A Health & Safety Plan will be submitted prior to work commencement.
8. A software generated and plotted log of each boring will be prepared.
9. Prepare a Plan View drawing showing the development, property lines and test locations.
10. Prepare a Generalized Subsurface Profile indicating the soil conditions encountered with the results being presented in graphic format.
11. The following laboratory tests will be performed on the samples which are recovered: 10 grain size analysis, 15 unconfined compressive strength tests on rock cores.
12. Summarize our activities on this project in the form of 5 written engineering Reports, one for each work site, these Reports will include the procedures used and the data collected. Both draft and final Reports will be submitted; hard copy and PDF electronic copies.

## COMPENSATION

We can complete the scope of services proposed herein for a lump sum fee of \$154,000. We will require a deposit in the amount of \$40,000 along with our notice to proceed in order to secure a reservation for the barge. The deposit will be shown as a credit on the final invoice. The final invoice will be presented along with our written Engineering Report. Invoices will be submitted weekly. We will require payment every 14 days. In the event CH2M Hill increases the length of the borings at Mallory Square to a tip elevation of -200 feet NGVD; then an additional fee of \$24,000 will be charged.

We have included no costs for obtaining permits. Based on our past experience working in Key West, and on discussions with our marine subcontractor we do not believe permits are require for exploratory test work.





## AUTHORIZATION AND SCHEDULE

We can begin field work on this project about 4 weeks following receipt of written authorization. The attached Professional Services Agreement should be completed to serve as our written authorization to proceed. About 3-weeks will be required to complete field testing on this project. Laboratory testing can be completed in 1 week. The Engineering Report can be prepared about 1-week following the collection of the field data. Depending upon exact barge availability, about 9 weeks will be required from notice to proceed to completion of final Report.

## CLOSURE

We look forward to the opportunity to work on this project. If you have questions about information contained in this Proposal, please contact the writer at 305.666.3563, extension 222.

Sincerely,

KADERABEK COMPANY

  
Thomas J. Kaderabek, P.E.  
President  
Florida Registration No. 26023

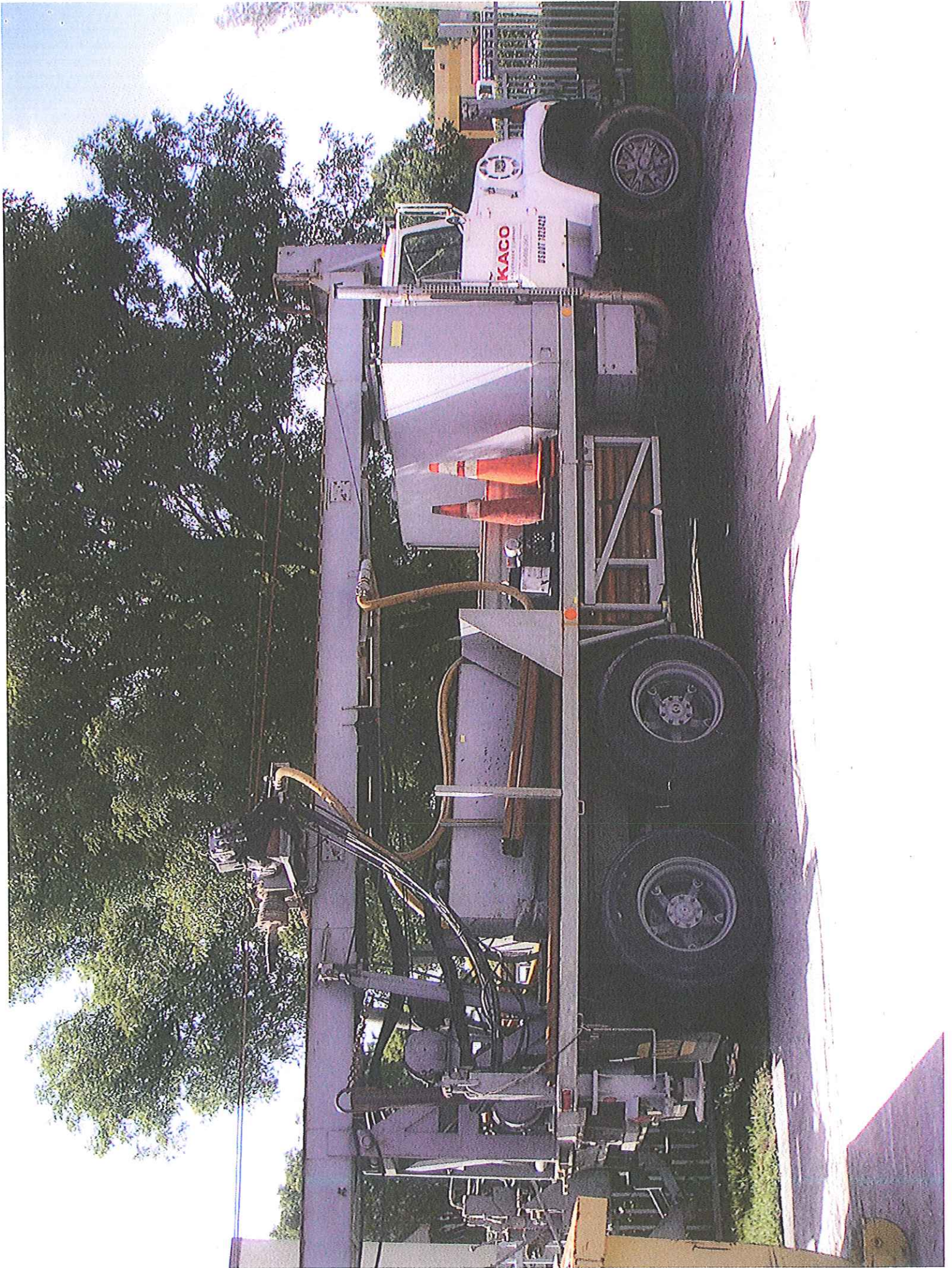
Attachments: Professional Services Agreement (3 Pages)  
Photographs Field Exploration Equipment (5 Pages)

Distribution: Copy to Addressee Via Email [Max.Mozo@CH2M.com](mailto:Max.Mozo@CH2M.com)  
Copy to KACO File

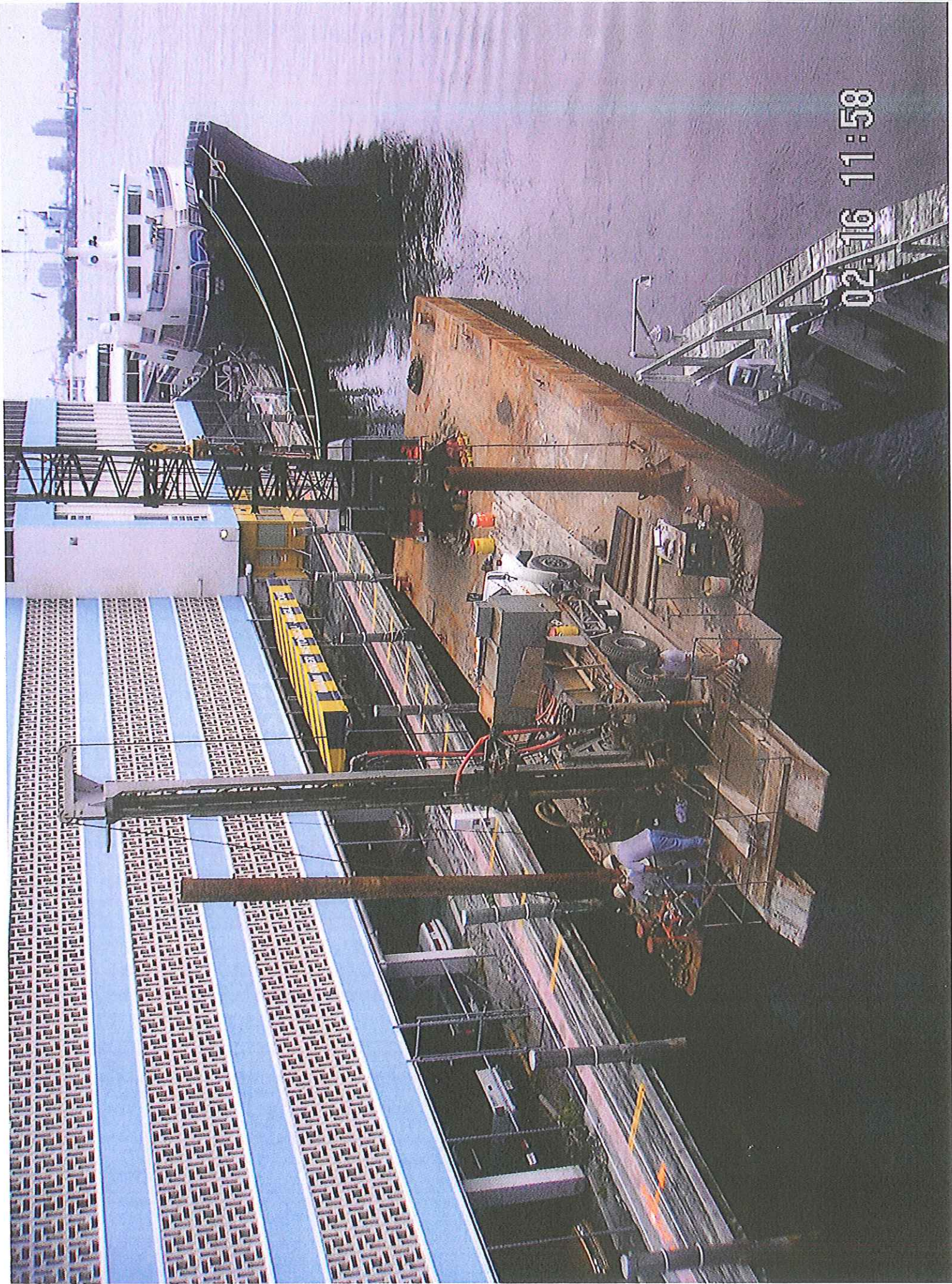
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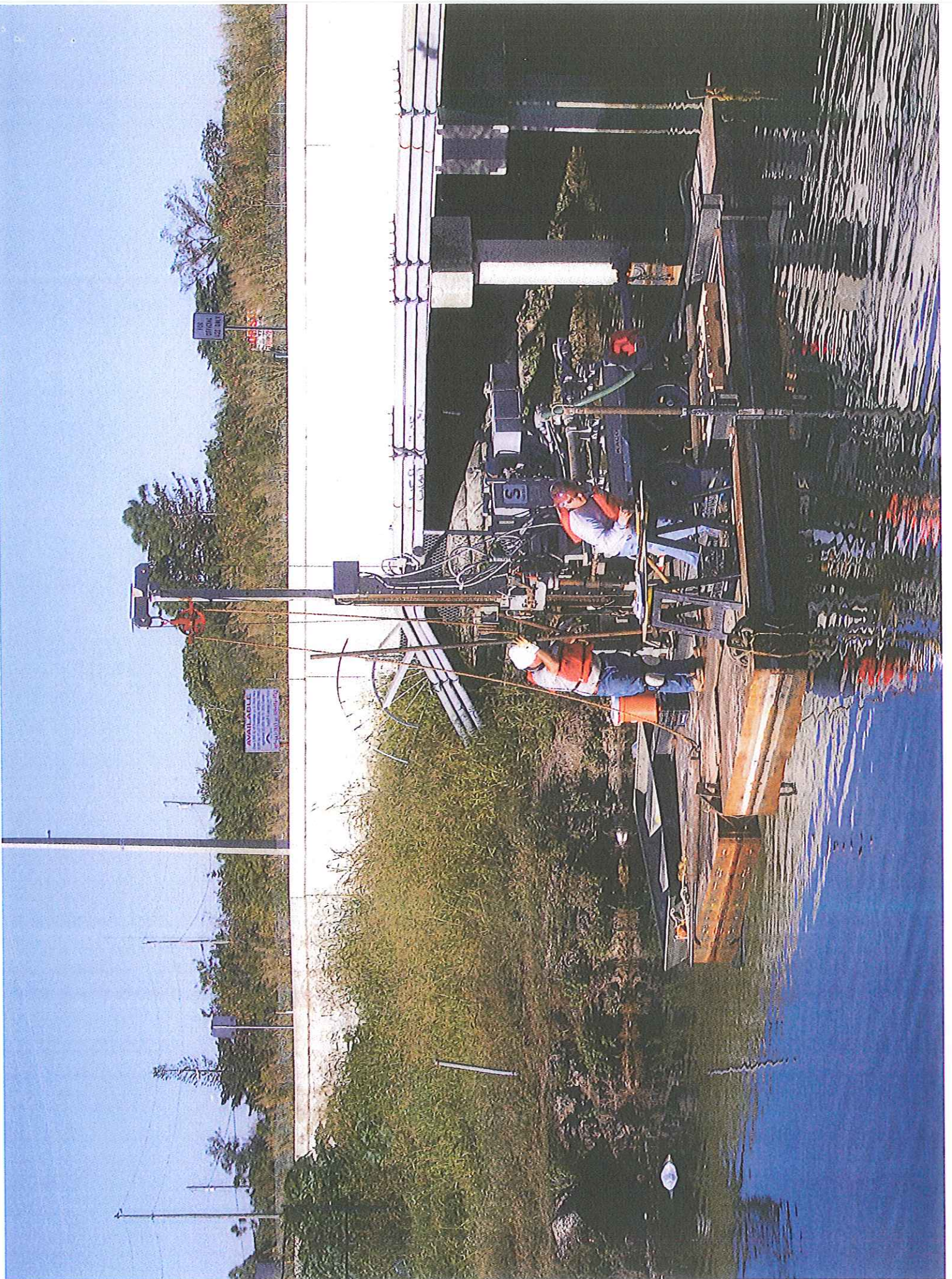






02-16 11:58











COLUMBUS CENTER

1450 SOUTH MIAMI AVENUE

KACO NO.: 06123

BORING: B - 4

DEPTH: 48 TO 53 FEET



53

58

63

195



## KADERABEK COMPANY PROFESSIONAL SERVICES AGREEMENT PAGE 1 OF 3

### THE AGREEMENT

This agreement is made by and between Kaderabek Company, hereinafter referred to as KACO, and the Client as identified on the last page of this agreement.

The agreement between the parties consists of this agreement, the attached proposal identified by the proposal number, shown in this agreement, and any exhibits or attachments noted in the proposal. Together, these elements will constitute the entire agreement superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this agreement must be mutually agreed to in writing.

### STANDARD OF CARE

CLIENT recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by KACO will be based solely on information available to KACO. KACO is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

Services performed by KACO under this agreement, are expected by CLIENT to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the engineering profession practicing contemporaneously under similar conditions in the locality of the project. Under no circumstance is any warranty, expressed or implied, made in connection with the providing of engineering services.

### SITE ACCESS AND SITE CONDITIONS

CLIENT will grant or obtain free access to the site for all equipment and personnel necessary for KACO to perform the work set forth in this agreement. CLIENT will notify any and all possessors of the project site that CLIENT has granted KACO free access to the site. KACO will take reasonable precautions to minimize damage to the site, but it is understood by CLIENT that, in the normal course of work, some damage may occur and the correction of such damage is not part of this agreement unless so specified in the proposal.

CLIENT is responsible for accurately delineating the locations of all subterranean structures and utilities. KACO will take reasonable precautions to avoid known subterranean structures, and CLIENT waives any claim against KACO and agrees to defend, indemnify, and hold KACO harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, CLIENT agrees to compensate KACO for any time spent or expenses incurred by KACO in defense of any such claim, with compensation to be based upon KACO prevailing fee schedule and expense reimbursement policy.

### SAMPLE DISPOSAL

KACO will dispose of all remaining soil and rock samples sixty (60) days after submission of the report covering those samples. Further storage or transfer of samples can be made at CLIENT's expense upon CLIENT's prior written request.

### SITE RESPONSIBILITIES

When KACO is retained by CLIENT to provide a site representative for the purpose of monitoring specific portions of construction work or other field activities as set forth in the proposal, then the site responsibilities described herein apply. For the specified assignment, KACO will report observations and professional opinions to CLIENT. No action of KACO or KACO's site representative can be construed as altering any agreement between CLIENT and others. KACO will report to CLIENT any observed work which, in KACO's professional opinion, does not conform with plans and specifications. KACO has no right to reject or stop work of any agent of the CLIENT. Such rights are reserved solely for CLIENT. Furthermore, KACO's presence on site does not in any way guarantee the completion or quality of the performance of the work of any party retained by CLIENT to provide field or construction related services.

KACO will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of construction or other field activities selected by any agent or agreement of CLIENT, or safety precautions and programs incident thereto.

Periodic observations or monitoring services to be provided by KACO at the job site, should not be construed as a review of the adequacy of the contractor's safety measures. In accordance with the generally accepted construction practices, the contractor will be solely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and compliance with OSHA regulations, and the contractor's responsibility will apply continuously and not be limited to normal working hours.

KACO will make on-site observations appropriate to the construction stages underway. KACO will not assume any responsibility for the contractor's means, methods, techniques, sequences, or procedures of construction. The field services provided by KACO will not relieve the contractor of his responsibilities for performing the work in accordance with plans and specifications. The words "supervision," "inspection," or "control" are used to mean periodic observation of the work and the conducting of tests by KACO to verify substantial compliance with the plans, specifications and design concepts. Continuous observation by KACO Consultants, Inc.'s personnel does not mean the observation of placement of all material. It rather means that our personnel have been assigned for eight-hour days, or longer if overtime is necessary, during regular business hours.

The Special Inspector, or his duly authorized representative, shall not function as a replacement for the building official nor shall he assume the responsibilities of the Architect/Engineer of Record. The presence of the Special Inspector does not alter or relieve the contractor from his contractual or statutory obligation to comply with all requirements of the official contract documents and building and safety codes. Deviations and unauthorized changes from the official contract documents remain the sole responsibility of the contractor.





## KADERABEK COMPANY PROFESSIONAL SERVICES AGREEMENT PAGE 2 OF 3

The duties and responsibilities of the Special Inspector or his duly authorized representative are limited to observing and reporting on construction of structural components to verify substantial conformance with requirements of official contract documents or if not in conformance, the location and description of specification deviations. The Special Inspector is limited to providing inspection services for the structural frame of the building, including the foundation and all items included in the inspection plan for this project. The special inspection plan should be developed as a cooperative effort between KACO and the structural engineer. Special inspection does not include inspection, reporting, nor responsibility for safety provisions required by OSHA or other local safety requirements. Special inspector responsibilities do not include: glass components or frames, permanent or temporary metal or wood hand rails, fire protection or fire roofing, mechanical, plumbing, electrical components including systems or supports, architectural components including architectural precast concrete, stonework, brickwork, and other elements not contributing to the performance or the capacity of the structural building frame.

### BILLING AND PAYMENT

CLIENT will pay KACO in accordance with the procedures indicated in the proposal and its attachments. Invoices will be submitted to CLIENT by KACO, and will be due and payable upon presentation. If CLIENT objects to all or any portion of any invoice, CLIENT will so notify KACO in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid.

Invoices are delinquent if payment has not been received within (30) days from date of invoice. CLIENT will pay an additional charge of one-and-one-half (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. All time spent and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount will be paid by CLIENT to KACO per KACO's current fee schedules. In the event CLIENT fails to pay KACO within sixty (60) days after invoices are rendered, CLIENT agrees that KACO will have the right to consider the failure to pay the KACO's invoice as a breach of this agreement.

### TERMINATION

This agreement may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this agreement or in the event of substantial failure of performance by the other party, or if CLIENT suspends the work for more than three (3) months. In the event of termination, KACO will be paid for services performed prior to the date of termination plus reasonable termination expenses, including, but not limited to the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

### DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

Client represents that Client has made a reasonable effort to evaluate if hazardous materials are on or near the project site, and that CLIENT has informed KACO in writing of CLIENT's findings relative to the possible presence of such materials.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. KACO and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a re-negotiation of the scope of work or termination of services. KACO and CLIENT also agree that the discovery of unanticipated hazardous materials may make it necessary for KACO to take immediate measures to protect health and safety. CLIENT agrees to compensate KACO for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

KACO agrees to notify CLIENT when unanticipated hazardous materials or suspected hazardous materials are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. CLIENT also agrees to hold KACO harmless for any and all consequences of disclosures made by KACO which are required by governing law. In the event the project site is not owned by CLIENT, CLIENT recognizes that it is CLIENT's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

Notwithstanding any other provision of the agreement, CLIENT waives any claim against KACO and, to the maximum extent permitted by law, agrees to defend, indemnify, and save KACO harmless from any claim, liability, and/or defense costs for injury or loss arising from KACO's discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of the project and any cost associated with possible reduction of the property's value. CLIENT will be responsible for ultimate disposal of any samples secured by KACO which are found to be contaminated.

### RISK ALLOCATION

Many risks potentially affect KACO by virtue of entering into this agreement to perform professional engineering services on behalf of CLIENT. The principal risk is the potential for human error by KACO. For CLIENT to obtain the benefit of a fee which includes a nominal allowance for dealing with KACO's liability, CLIENT agrees to limit KACO's liability to CLIENT and to all other parties for claims arising out of KACO's performance of the services described in this agreement. The aggregate liability of KACO will not exceed \$25,000 or the amount of our fee whichever is greater, for negligent professionals acts, errors, or omissions, and CLIENT agrees to indemnify and hold harmless KACO from and against all liabilities in excess of the monetary limit established above. Limitations on liability and indemnities in this agreement are business understandings between the parties voluntarily and knowingly entered into, and shall apply to all theories of recovery including, but not limited to, breach of contract, warranty, tort (including negligence), strict or statutory liability, or any other cause of action, except for willful misconduct or gross negligence. The parties also agree that CLIENT will not seek damages in excess of the limitations indirectly through suits with other parties who may join KACO as a third-party defendant. Parties means CLIENT and KACO and their officers, employees, agents, affiliates, and subcontractors.





**KADERABEK COMPANY PROFESSIONAL SERVICES AGREEMENT PAGE 3 OF 3**

Both CLIENT and KACO agree that they will not be liable to each other, under any circumstances, for special, indirect, consequential, or punitive damages arising out of or related to this agreement.

**DISPUTES RESOLUTION**

All claims, disputes, and other matters in controversy between KACO and CLIENT arising out of or in any way related to this agreement will be resolved by litigation.

Claims will be brought and tried in judicial jurisdiction of the court of Dade County Florida and CLIENT waives the right to move the action to any other county or judicial jurisdiction, and the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees, and other claim related expenses.

**GOVERNING LAW AND SURVIVAL**

The law of the State of Florida will govern the validity of this agreement, their interpretation and performance. If any of the provisions contained in this agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this agreement for any cause.

**INSURANCE**

KACO represents and warrants that it and its agents, staff and consultants employed by it is and are protected by Worker's Compensation Insurance and that KACO has such coverage under public liability and property damage insurance policies which KACO deems to be adequate. Certificates for all such policies of insurance shall be provided to client upon request in writing. Within the limits and conditions of such insurance, KACO agrees to indemnify and save client harmless from and against any loss, damage, or liability arising from any negligent acts by KACO Consultants, its agents, staff, and consultants employed by it. KACO shall not be responsible for any loss, damage, or liability beyond the amounts, limits, and conditions of such insurance.

KACO shall not be responsible for any loss, damage, or liability arising from any negligent acts by client, its agents, staff, and other consultants employed by it.

**OWNERSHIP OF DOCUMENTS**

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by KACO as instruments of service, shall remain the property of KACO. No distribution or publication of KACO documents shall be permitted without the express written consent of KACO Consultants, Inc. Client agrees that all reports and other work furnished to the client or his agents, which is not paid for, will be returned upon demand and will not be used by the client for any purpose whatever.

KACO will retain all pertinent records relating to the services performed for a period of two years following submission of the report, during which period the records will be made available to the client at all reasonable times.

**ASSIGNS**

Neither the client nor KACO may delegate, assign, sublet or transfer his duties or interest in this agreement without the written consent of the other party.

**PROJECT DESCRIPTION**

Project Name: Geotechnical Study-5 Marine Sites  
Project Location: Vicinity City Of Key West, Monroe County, Florida  
Legal Description: See site survey and drawings.  
KACO Proposal No.: 11-404  
Proposal Date: September 28, 2011

If different from that described in proposal or if proposal not submitted, then scope is described here: See proposal text for work scope.

**ACCEPTANCE**

The parties have read the foregoing, understand completely the agreement and scope of work, and willingly enter into this agreement which will become effective on the date signed below by CLIENT.

\_\_\_\_\_  
Name of Client, Title, and Date (type or print)                      Thomas J. Kaderabek, P.E., President  
Name and Title of KACO Authorized Representative

\_\_\_\_\_  
Signature of Client's Authorized Representative                      Signature of KACO Authorized Representative

CLIENT and Invoice Mailing Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Facsimile Number: \_\_\_\_\_

