



PROPOSAL STATEMENT OF WORK

PORT AND MARINE SERVICES KEY WEST BIGHT SEAWALL INVESTIGATION PHASE III - CONCH REPUBLIC TO SCHOONER WHARF

Key West, FL

This proposal has been prepared in accordance with executed General Environmental Engineering Services Agreement between the City of Key West and Tetra Tech, Inc. dated January 13, 2015. The work described herein will be performed on a Time & Expense basis in accordance with the fee schedule established in this agreement. Fees shall be not-to-exceed unless approved in writing by the City of Key West.

Prepared by: TETRA TECH, Inc.
July 26, 2017



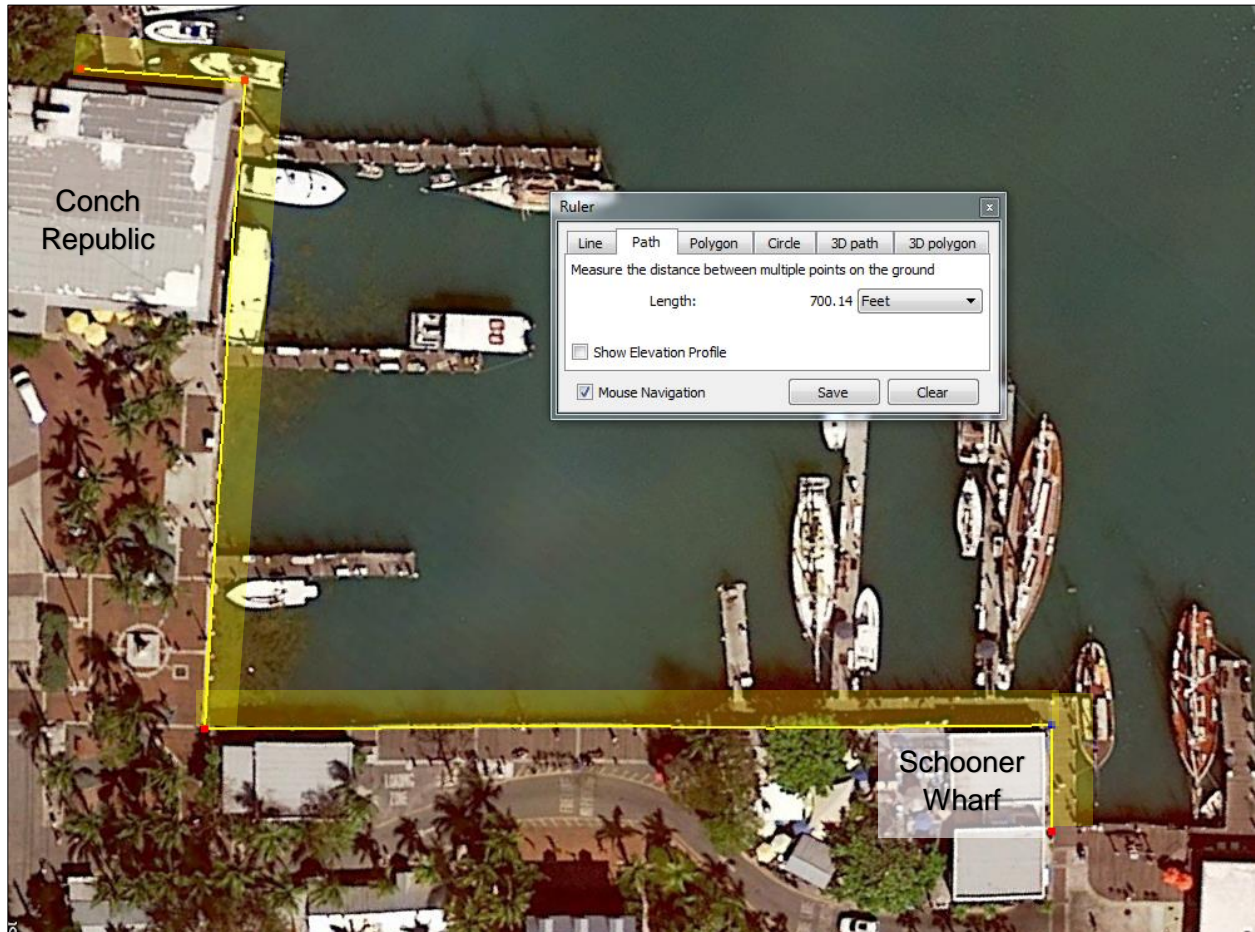
759 South Federal Highway, Suite 314 Stuart, FL 34994
Tel 772.781.3400 Fax 772.781.3411 www.tetrattech.com



PROPOSAL / STATEMENT OF WORK

Tetra Tech will work with the City of Key West Port and Marine Services (City) to collect survey and benthic resource data, prepare an engineering assessment, and prepare and process the permit applications for the (approximately 700 FT) segment of seawall located from the Conch Republic Seafood Company to the Schooner Wharf Bar in Key West, Florida.

PORT & MARINE SERVICES FOR SEAWALL IMPROVEMENTS CONCH REPUBLIC TO SCHOONER WHARF



Insert 1: Limits of Field Survey

Task 12.1.A – Field Survey (Seawall Structure and Elevation Survey)

Tetra Tech proposes to work with a local surveyor (Avirom & Associates, Inc.) for this project and has received a proposal to collect the data. **A copy of the Avirom proposal is attached.** The survey will collect wall feature information and include water depths, locations and configuration of walkways, and utility locations. This survey is necessary for the preparation of the engineering assessment and will be used again for the preparation of the final permit-ready plans.

The survey is expected to take **four (4) weeks from notice to proceed (NTP)** to complete, and will include the following:

1. Horizontal and vertical control data for seawall & upland facilities at (15-feet) intervals
2. Horizontal and vertical control data from the seawall toe into the basin (5-feet)
3. Delineation of Mean High Water Line as a contour along the seawall.



City of Key West Port & Marine Services, Key West Bight – Phase III
Conch Republic to Schooner Wharf Seawall Investigation

4. Establish a minimum of four (4) benchmarks on the site in the National Geodetic Vertical Datum 1929 (NGVD29) and North American Datum (NAD27).
5. Utility Location: Location of utility lines affixed to the seawall.
6. Obtain finished floor elevations of walkways and seawall caps.

12.1. A / Survey Subtotal (Proposal from Avirom): \$ 19,900

Task 12.1.B – Field Survey (Geotechnical Investigation)

Tetra Tech through its subsidiary (Ardaman and Associates, Inc.) proposes to collect limited geotechnical engineering information behind the existing seawall. **A copy of the Ardaman proposal is attached.** The geotechnical investigation is necessary in case the proposed repair/replacement recommendation calls for a new wall. This report will help us decide if that wall should go in front of, or behind the existing wall, the type of wall to be used, and its required embedment depth, etc.



Insert 2: Location of proposed Geotechnical Investigation (Approximate locations for two boring locations)

The geotechnical investigation is expected to begin within two (2) weeks of the **Notice to Proceed (NTP)**, and will include the following:

1. Standard Penetration Tests and Cores at two locations
2. Laboratory work (grain size, organics, moisture, compression, corrosion test)
3. Geotechnical engineering report that will include repair replacement geotechnical opinion that will be incorporated into project's engineering report.

12.1.B / Geotech Subtotal (Proposal from Ardaman): \$ 12,100

(12.1) Field Surveys Total: \$ 37,622



Task 12.2 & 12.3 – (Diving) Benthic and Structural Assessment w/ Report

Once the survey has been completed and the exact configuration of the seawall, docks, walkways, roof support structures, and seawall-toe conditions are known; the benthic resource survey and underwater structure inspection will be performed. To better catalog the condition of the seawall, we are proposing to use a commercial diving team for Phase III (with surface supplied air) to perform the structural assessment. An engineer will be present during the entire inspection to monitor the wall condition and a video with audio of communications between the engineer and the diver will be made.

NOTE: The underwater inspection will include the primary inspection of the wall segments from Schooner Wharf to the Conch Republic and will also include a secondary inspection of the concrete wall located between the Turtle Kralls restaurant and the Schooner Wharf. This supplemental inspection will be conducted in an attempt to further identify voids near the mudline of the wall that may be covered by sediments. By further identifying these voids we will be able to more accurately depict the existing conditions and improve the accuracy of the plans presented to the agencies for permitting.

The benthic resource survey will be performed by a standard SCUBA team of scientific divers as required by the Florida Keys National Marine Sanctuary. Tetra Tech will coordinate with the Florida Keys National Marine Sanctuary to perform the certified resource survey for the permitting process and prepare a written report cataloging the resources and showing their position and size along the face of the existing wall. *This resource surveys will be presented to NOAA for comment and will ultimately be used during the permitting process with FDEP and the ACOE.*

This cost includes the preparation of the benthic resource survey report with mitigation plan but does not include the physical coral relocation or mitigation. Our mitigation plan will need to be reviewed by NOAA before any mitigation can be performed. It is expected that the underwater structure inspection will take approximately 2 days and the benthic resource survey will take 2 days.

(12.2) Benthic and Commercial Diving Inspections: \$ 44,995

(12.3) Benthic Report: \$ 9,506

Task 12.4 – Engineering Assessment with Permit Drawings and Opinion of Probable Cost

Tetra Tech will provide a written engineering assessment of the wall conditions observed during the site survey, benthic resource survey, underwater structure inspection and the surface inspection. Based on visual inspections of the wall conditions it is understood that not all wall segments may need repair at this time. The intent of this report is to ascertain the specific conditions of the wall segment to determine the exact locations, limits and extent of any repairs that will be required. Tetra Tech will attempt to provide 2-3 repair options (if practical) with opinions of probable construction cost for each and will meet with Port & Marine Services to discuss, prior to finalizing the report and submitting a plan for permitting.

The deliverables in this report will include:

1. Engineering Investigation/Assessment Report
2. Wall Repair Design Options
3. Report Exhibits and Permit Plans
 - Cover page with location and access
 - Existing conditions survey
 - Demolition/Facility Protection plan – seawall & docks
 - Natural Resources Protection Plan





- Limits of construction
 - Cross sections views
4. Opinion of Probable Construction Cost

(12.4) Subtotal: \$ 11,480

Task 12.5 – Prepare permit applications for ACOE and FDEP

Based on the City’s review of the surveys and engineering assessment, Tetra Tech will prepare, submit and process the Joint Application for an Environmental Resource Permit for the proposed wall repairs. This fee includes a \$100 permit application fee (paid by Tetra Tech) at the time of submittal.

(12.5) Subtotal: \$ 11,200

Task 12.6 – Application processing for ACOE and FDEP

It is expected that the permit applications will be submitted directly to the Florida Department of Environmental Protection (FDEP) Marathon, FL office and distributed from there to the Army Corp of Engineers (ACOE). The ACOE will further distribute the results of our benthic assessment along with the coral impact (Section 7) application to the National Oceanic and Atmospheric Administration (NOAA) Florida Keys National Marine Sanctuary (FKNMS). At the FKNMS the application will be distributed to the Endangered Species division for additional processing. Tetra Tech cannot guarantee the permits will be issued or the length of the review process. It is expected that the permit processing could take over six months to complete.

This application processing task includes time for the permit processing of the applications and preparation of one round of required requests for additional information (RFIs). The 40-hour line item is based on an assumption of 2-hours per week for 20-weeks.

(12.6) Subtotal: \$ 12,736

PROJECT SUMMARY

This proposal does not include:

- Coral mitigation fees
- Coral relocation or reporting
- Preparation of construction documents
- Services during construction

| Task | Description | Amount |
|-------|---|------------|
| 12.1 | Project Survey and Geotechnical Investigation | \$ 37,622 |
| 12.2 | Diving Inspection and Benthic Survey | \$ 44,995 |
| 12.3 | Benthic Report | \$ 9,506 |
| 12.4 | Engineering Assessment | \$ 11,480 |
| 12.5 | Permit Applications | \$ 11,200 |
| 12.6 | Permit Processing | \$ 12,736 |
| TOTAL | | \$ 127,539 |

| City of Key West KW Bight Seawall Assessment (Conch Republic to Schooner Wharf) | | | Task 12.1 | | Task 12.2 | | Task 12.3 | | Task 12.4 | | Task 12.5 | | Task 12.6 | | TOTAL | |
|--|-------------------------|--------------|---|----------|---|----------|--|---------|---|----------|--|----------|---|----------|-------|-----------|
| | | | SURVEY Structural, Utility and Water Depths | | DIVING (1) Structure Inspection and Benthic Resources | | REPORT Coral & Benthic Resources | | REPORT Engineering Assessment with Permit Drawings and OPCC | | PERMIT APPLICATION ACOE & FDEP w/ Exhibits | | PERMIT PROCESSING Coordination with FDEP, ACOE and NOAA | | | |
| BILLING CLASS | NAME | UNIT RATE | UNITS | COST | UNITS | COST | UNITS | COST | UNITS | COST | UNITS | COST | UNITS | COST | UNITS | COST |
| Tetra Tech Staff | | | | | | | | | | | | | | | | |
| Tech Prof II | S. Stotler-Hardy | \$ 115.00 | 8 | \$920 | | | | | | | | | | | 8 | \$920 |
| Tech Prof I | R. Garland | \$ 95.00 | 16 | \$1,520 | | | | | | | | | | | 16 | \$1,520 |
| Tech Prof II | C. Warren - Procurement | \$ 115.00 | 8 | \$920 | | | | | | | | | | | 8 | \$920 |
| Sr. Project Manager | S. McGahee | \$ 192.00 | 8 | \$1,536 | 16 | \$3,072 | 8 | \$1,536 | 40 | \$7,680 | 32 | \$6,144 | 40 | \$7,680 | 144 | \$27,648 |
| Sr. Tech Prof III | G. Contreras | \$ 179.00 | | | | | | | | | | | | | - | |
| Sr. Tech Prof III | A. McDonald | \$ 179.00 | 4 | \$716 | | | | | | | | | | | 4 | \$716 |
| Sr. Tech Prof II | P. Zuloaga | \$ 158.00 | | | 32 | \$5,056 | 8 | \$1,264 | | | | | | | 40 | \$6,320 |
| Tech Prof I | M. Mendoza | \$ 95.00 | | | 40 | \$3,800 | | | | | | | | | 40 | \$3,800 |
| Sr. Tech Prof I | L. Canty | \$ 125.00 | | | 32 | \$4,000 | 32 | \$4,000 | | | | | | | 64 | \$8,000 |
| Sr. Tech Prof III | G. Vince | \$ 179.00 | | | | | | | | | | | | | - | |
| Tech Prof I | K. Gracie | \$ 95.00 | | | 32 | \$3,040 | | | | | | | | | 32 | \$3,040 |
| Tech Prof I | F. Martinez | \$ 95.00 | | | 40 | \$3,800 | | | 40 | \$3,800 | 40 | \$3,800 | 40 | \$3,800 | 160 | \$15,200 |
| Tech | C. Sapusek | \$ 69.00 | | | | | | | | | | | | | - | |
| Tech Prof I | ACAD Tech-TBD | \$ 95.00 | | | | | | | | | | | | | - | |
| Sr. Tech Prof I | A. Mandujano | \$ 125.00 | | | 40 | \$5,000 | | | | | | | | | 40 | \$5,000 |
| Tech | Diver 1 | \$ 69.00 | | | 40 | \$2,760 | | | | | | | | | 40 | \$2,760 |
| Tech | Diver 2 | \$ 69.00 | | | 40 | \$2,760 | | | | | | | | | 40 | \$2,760 |
| Tech | Diver 3 | \$ 69.00 | | | | | | | | | | | | | - | |
| | | | | | | | | | | | | | | | - | |
| | | | | | | | | | | | | | | | - | |
| TOTAL LABOR COST | | | 44 | \$5,612 | 312 | \$33,288 | 48 | \$6,800 | 80 | \$11,480 | 72 | \$9,944 | 80 | \$11,480 | 636 | \$78,604 |
| | | | | | | | | | | | | | | | | |
| AVIROM Land Surveyors Surveying | | \$ 19,900.00 | 1 | \$19,900 | | | | | | | | | | | 1 | \$19,900 |
| | | | | | | | | | | | | | | | - | |
| | | | | | | | | | | | | | | | - | |
| ARDAMAN & Associates (Geotechnical Engineering) | | \$ 12,110.00 | 1 | \$12,110 | | | | | | | | | | | 1 | \$12,110 |
| ARDAMAN & Associates (Seawall/Structural Engineering) | | \$ 4,000.00 | | | | | | | | | | | | | - | |
| | | | | | | | | | | | | | | | - | |
| TOTAL EXTERNAL SUBCONTRACTOR | | | | \$32,010 | | | | | | | | | | | | \$32,010 |
| | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | - | |
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| | | | | | | | | | | | | | | | - | |
| EQUIPMENT RENTAL | | | | | | | | | | | | | | | | |
| TRAVEL | | | | | | | | | | | | | | | | |
| R/T Airfare | \$ 450.00 | | | | 1 | \$450 | | | | | 1 | \$450 | 1 | \$450 | 3 | \$1,350 |
| Mileage/Gas | \$ 0.54 | | | | 2,000 | \$1,080 | | | | | 185 | \$100 | 185 | \$100 | 2,370 | \$1,280 |
| Rental Car w/Fuel | \$ 60.00 | | | | 5 | \$300 | | | | | 1 | \$60 | 1 | \$60 | 7 | \$420 |
| Misc Travel Costs | \$ 50.00 | | | | 35 | \$1,750 | | | | | 2 | \$100 | 2 | \$100 | 39 | \$1,950 |
| Lodging | \$ 204.00 | | | | 28 | \$5,712 | | | | | 2 | \$408 | 2 | \$408 | 32 | \$6,528 |
| Meals & IE | \$ 69.00 | | | | 35 | \$2,415 | | | | | 2 | \$138 | 2 | \$138 | 39 | \$2,691 |
| TOTAL TRAVEL COSTS | | | | | | \$11,707 | | | | | | \$1,256 | | \$1,256 | | \$14,219 |
| OTHER DIRECT COSTS | | | | | | | | | | | | | | | | |
| Shipping/Postage | \$ 5.00 | | | | | | 20 | \$100 | | | | | | | 20 | \$100 |
| Reproduction - B&W | \$ 0.08 | | | | | | 200 | \$16 | | | | | | | 200 | \$16 |
| Misc. Equip & Supplies | \$ 25.00 | | | | | | 8 | \$200 | | | | | | | 8 | \$200 |
| Air fills | \$ 6.00 | | | | | | 35 | \$210 | | | | | | | 35 | \$210 |
| Dive Equipment | \$ 35.00 | | | | | | 8 | \$280 | | | | | | | 8 | \$280 |
| H/S Equipmnet | \$ 100.00 | | | | | | 7 | \$700 | | | | | | | 7 | \$700 |
| TetraTech Truck | \$ 100.00 | | | | | | 4 | \$400 | | | | | | | 4 | \$400 |
| Restoration materials | \$ 300.00 | | | | | | - | | | | | | | | - | |
| Vessel | \$ 400.00 | | | | | | 2 | \$800 | | | | | | | 2 | \$800 |
| | | | | | | | | | | | | | | | - | |
| TOTAL OTHER DIRECT COSTS | | | | | | | | \$2,706 | | | | | | | | \$2,706 |
| | | | | | | | | | | | | | | | | |
| GRAND TOTAL | | | | \$37,622 | | \$44,995 | | \$9,506 | | \$11,480 | | \$11,200 | | \$12,736 | | \$127,539 |



AVIROM & ASSOCIATES, INC.

SURVEYING & MAPPING

April 26, 2017

Via E-Mail: Stuart.McGahee@TetraTech.com

Mr. Stuart McGahee, P.E.

Senior Project Engineer

Tetra Tech

759 South Federal Highway, Suite 314

Stuart, FL 34994

*RE: Schooner Wharf to Conch Republic, Key West Bight, Key West, FL
Location and Spot Elevations along Retaining Sea Wall*

Dear Stuart:

In accord with your request, we are pleased to provide the following cost proposal for surveying services at the above referenced location.

Location:

At Key West Bight, commencing at the Schooner Wharf to the north and terminating at the Conch Republic to the south, Key West, Monroe County, Florida.

Scope:

Project Limits:

The locations and spot elevations shall be along the sea wall at the above referenced location, comprised of approximately 722 linear feet as delineated in red on the attached Exhibit A below, incorporated herein for reference.

Spot Elevations

The spot elevations shall be taken at 15 foot intervals along the top of the sea wall, at the base of the seawall and 5 feet seaward from the base.

We shall delineate the Mean High Water Line as a contour line along the sea wall. This is not a boundary survey or mean high water line survey and should not be relied as such.

We shall establish a minimum of four (4) National Geodetic Vertical Datum of 1929 (NGVD 29) benchmarks at the site, referenced to a published Benchmark Network by the National Geodetic Survey (NGS). The benchmarks shall also be horizontally referenced to the North American Datum of 1927 (NAD 27), and tied to the National Geodetic Survey Geodetic Control Network.

All work shall be performed in accordance with the Standards of Practice as defined in Chapter 5J-17, Florida Administrative Code.

Utility Location

We shall locate the utility lines affixed to the seawall and also under the wooden deck. There may be some areas where the lines are inaccessible and a direct measurement to the line cannot be made. In cases where a direct measurement cannot be made an estimate of the spatial position of the lines will be made with the location of the lines shown as dashed lines on our survey, together with a label identifying the uncertainty of the locating methodology.

Deliverables:

We shall provide four (4) signed and sealed hard copies of the survey, a digital PDF file of the hard copy and an AutoCAD 2014 or lower, file of the survey.

Schedule:

Upon notice to proceed, we will mobilize within one (1) week and have the work completed within four (4) weeks after mobilization.

Clarification:

- Client shall arrange all access and permission with the City of Key West to have our crew perform the survey along the sea wall. Delays encountered due to access at no fault of Avirom & Associates may incur additional costs, which will be billed at our current hourly rates (*see below*).
- The Mean High Water Line will be displayed for informational purposes only. This is not a Mean High Water Line survey according to Chapter 177, Part II Florida Statutes.
- To obtain the survey data it will be necessary to temporary remove some deck planks which will be replaced in place, immediately after we attain the survey information. The planks are affixed to the support with screws and we will replace the screws with new stainless steel screws. From past experience this is a very time consuming process in that the pedestrian traffic is constant and we generally have to wait for slow periods to remove the planks.
- At cantilevered decks overhanging the sea wall, a field determination will be made on whether to remove the deck planks, depending on the age and existing condition of the material. If a decision is made to avoid removal of the planks we will obtain information at the beginning and end of the deck.

Cost:

The cost to provide the above services shall be a lump sum amount of \$19,900.00 with delays and the cost of materials factored in.

Current Hourly Rates

P.L.S. Principal Coordination \$150.00/Hour
P.L.S. Technical Coordination \$100.00/Hour
Survey Crew \$125.00/Hour
Computer Computations & Drafting \$ 85.00/Hour

We thank you for the opportunity to submit this proposal and look forward to working with you on this project. Should you have any questions or comments, please do not hesitate to contact me.

Respectfully,



Keith M. Chee-A-Tow, P.L.S.
For the Firm

If this proposal is acceptable, please execute the signature below and return one (1) copy for our files.

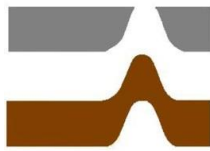
THESE CONDITIONS ARE ACCEPTABLE, AND I HEREBY AUTHORIZE YOU TO PROCEED.

Mr. Stuart McGahee, P.E.
Tetra Tech

Date

EXHIBIT A





Ardaman & Associates, Inc.

Geotechnical, Environmental and
Materials Consultants

2608 W 84 Street, Hialeah, FL 33016
PH 305-825-2683, FX 305-825-2686

May 11, 2017
Proposal No.: 17-0140

Mr. Stuart E. McGahee, P.E.
Tetra Tech
759 S. Federal Highway, Suite 314
Stuart, FL 34994

**PROPOSAL FOR GEOTECHNICAL ENGINEERING SERVICES
SEAWALL IMPROVEMENTS
GREENE STREET & ELIZABETH STREET
KEY WEST, FL**

In accordance with your request, we are pleased to submit our proposal to perform subsurface explorations and geotechnical studies for the above project. The purpose of the exploration is to obtain general subsurface soil information so that recommendations can be provided for geotechnical properties, and other geotechnical aspects of the project.

We understand that your project will consist of the redesign and rehabilitation of the seawall at the subject site. Based on our experience with subsurface conditions in the general site vicinity and your request, we will perform five (5) Standard Penetration Test (SPT) borings to a depth of about 35 feet below existing ground surface.

An engineering report will be prepared which will present the findings of our exploration and our recommendations for site preparation and foundation design.

It is our understanding that the boring locations will be accessible to our truck-mounted drilling equipment. Also notice that clearance for utilities within the subject property will be provided prior to drilling operations. Ardaman & Associates, Inc will not be responsible for repair, damage or lack of service to utilities caused by our drilling operations inside a private property on a utility not clearly marked by the utility company.

The estimated cost of our geotechnical services for this project is as follows:

- Mobilization (include round trip, hotel, per diem).....\$2,500
- Utility Clearance/Staking/Site Coordination.....\$800
- Drilling SPT boring with casing
5 SPTs to 35'.....\$3,500
- Coring
2 cores at two borings, total 20' of coring.....\$750
- Laboratory.....\$1,400
 - Grain Size (6)
 - Organic Content (2)
 - Moisture Content (10)
 - Unconfined Compression (4)
 - Corrosion Tests (2)
- Engineering Report.....\$1,000
- Assessment (Review and Recommendations) 12hrs. @ \$180/hr.....\$2,160
- **Total.....\$12,110**

Weather conditions permitting, we will start the field exploration program within ten working days after receiving your authorization to proceed.

Should we encounter conditions on the site that warrant more investigative effort than anticipated, we will inform you immediately. We will not proceed with additional work without your approval. Please contact us if you should have any questions concerning the scope of work or the fee estimate.

If the terms above are acceptable to you, please return one signed copy of our Proposal Acceptance Form as an indication of your acceptance and authorization to proceed with the work.

Very truly yours,

ARDAMAN & ASSOCIATES, INC.



Evelio Horta, Ph.D., P.E., G.E.

Vice President



PROPOSAL/PROJECT ACCEPTANCE AND AGREEMENT

PROJECT INFORMATION:

Project Name TT Seawall Improvements
Project Location Greene Street & Elizabeth Street, Key West, FL
Proposal Number and Date 17-0140 / May 11, 2017
Description of Services Geotechnical Engineering Services
Estimated Fee \$12,110.00

PROPERTY OWNER IDENTIFICATION:

Name _____
Property Identification Number _____
Address _____
City/State _____ Zip Code _____ Phone _____
Attention _____ Title _____

SPECIAL INSTRUCTIONS:

PAYMENT TERMS:

Payment shall be due within 30 days after date of each periodic invoice. Interest at the rate of 18% per annum (or the highest rate allowable by law) shall accrue on all amounts not paid within 30 days after date of invoice. All attorney fees and expenses associated with collection of past due invoices will be paid by Client. Failure to timely pay any invoice shall constitute a waiver of any and all claims against Ardaman & Associates, Inc.

PROPOSAL ACCEPTANCE:

By accepting this Proposal, the Terms and Conditions of this Proposal, including the Terms on this page, and Ardaman & Associates, Inc.'s General Conditions appearing on the following page of this Proposal, are incorporated herein by reference. In the event this Proposal Acceptance was received by facsimile, Client hereby confirms that the above described Proposal, the Terms and Conditions of this Proposal, including the Terms on this page, and Ardaman & Associates, Inc.'s General Conditions have been made available and are incorporated in this agreement.

Accepted this _____ day of _____, 2017

(Print or type individual, firm or corporate body name)

(Signature of authorized representative)

(Print or type name of authorized representative and title)

Revision 2017 - FL

GENERAL CONDITIONS - FLORIDA

Parties And Scope Of Work – Ardaman & Associates, Inc. (hereinafter referred to as “A&A”) shall include said company, its division, subsidiary, parent or affiliate performing the Work. “Work” means the specific services to be performed by A&A as set forth in A&A’s proposal, the Client’s acceptance thereof, both incorporated herein by this reference, and these General Conditions. “Client” refers to the person or business entity ordering the Work to be done by A&A. If the client is ordering the Work on behalf of a third party, the Client represents and warrants that the Client is the duly authorized agent of said third party for the purpose of ordering and directing said Work. In the event Client is not the authorized agent of said third party, Client agrees that he shall be individually liable hereunder. Further, Client shall disclose any such agency relationship to A&A in writing before the commencement of A&A’s Work hereunder. Client agrees that A&A’s professional duties are specifically limited to the Work as set forth in A&A’s proposal. The Client assumes sole responsibility for determining whether the quantity and the nature of the Work ordered by the Client is adequate and sufficient for the Client’s intended purpose. A&A’s Work is for the exclusive use of client, and its properly disclosed principal. In no event shall A&A have any duty or obligation to any third party. Directing A&A to proceed with the Work shall constitute acceptance of the terms of A&A’s proposal and these General Conditions.

On-Call Services – In the event A&A is retained to perform construction materials testing (“CMT”), including but not limited to proctor and soil density tests, concrete tests, etc., on an On-Call basis such that A&A is not retained to perform continuous observations of construction, Client assumes sole responsibility for determining the location and frequency of sampling and testing. In such On-Call testing, A&A’s test results are only representative of conditions at the test location and elevation, and different conditions may exist at other locations and other elevations. Furthermore, in the event Client fails to properly determine the location or frequency of sampling and testing, under no circumstances will A&A assume any duty by performing its CMT services.

Right-of-Entry – Unless otherwise agreed, Client will furnish right-of-entry on the property for A&A to make the planned borings, surveys, and/or explorations. A&A will take reasonable precautions to minimize damage to the property caused by its equipment and sampling procedures, but the cost of restoration or damage which may result from the planned operations is not included in the contracted amount.

Damage to Existing Man-made Objects – It shall be the responsibility of the Client to disclose the presence and accurate location of all hidden or obscure man-made objects relative to field tests, sampling, or boring locations. Client waives any claim against A&A arising from any damage to existing man-made objects. In addition, Client shall defend, indemnify and hold A&A harmless from any third party claim arising from damage to existing man-made objects.

Limitation of Liability – A&A shall perform services for Client in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of competent consultants practicing in the same or a similar locality as the project. In the event any portion of the services fails to comply with this obligation and A&A is promptly notified in writing prior to one year after completion of such portion of the services, A&A will re-perform such portion of the services, or if re-performance is impracticable, A&A will refund the amount of compensation paid to A&A for such portion of the services. In no event shall A&A be liable for any special, indirect, incidental, or consequential damages. The remedies set forth herein are exclusive and the total liability of consultant whether in contract, tort (including negligence whether sole or concurrent), or otherwise arising out of, connected with or resulting from the services provided pursuant to this Agreement shall not exceed the total fees paid by Client or \$50,000.00, whichever is greater. Client may, upon written request received within five days of Client’s acceptance hereof, increase the limit of A&A’s liability by agreeing to pay A&A an additional sum as agreed in writing prior to the commencement of A&A’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. A&A’s individual professionals, employees, and agents are third party beneficiaries to these General Conditions,

PURSUANT TO §558.0035, FLORIDA STATUTES, CONSULTANT’S INDIVIDUAL EMPLOYEES AND/OR AGENTS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THEIR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

Sampling or Testing Location – Unless specifically stated to the contrary, the unit fees included in this proposal do not include costs associated with professional land surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in our report or shown on our sketches are based on specific information furnished to us by others or estimates made in the field by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report.

Sample Handling and Retention – Generally test samples or specimens are consumed and/or substantially altered during the conduct of tests and A&A, at its sole discretion, will dispose (subject to the following) of any remaining residue immediately upon completion of test unless required in writing by the Client to store or otherwise handle the samples. (a) NON HAZARDOUS SAMPLES: At Client’s written request, A&A will maintain preservable test samples and specimens or the residue therefrom for thirty (30) days after submission of A&A’s report to Client free of storage charges. After the initial 30 days and upon written request, A&A will retain test specimens or samples for a mutually acceptable storage charge and period of time. (b) HAZARDOUS OR POTENTIALLY HAZARDOUS SAMPLES: In the event that samples contain substances or constituents hazardous or detrimental to human health, safety or the environment as defined by federal, state or local statutes, regulations, or ordinances (“Hazardous Substances” and “Hazardous Constituents”, respectively), A&A will, after completion of testing and at Client’s expense: (i) return such samples to Client; (ii) using a manifest signed by Client as generator, will have such samples transported to a location selected by Client for final disposal. Client agrees to pay all costs associated with the storage, transport, and disposal of such samples. Client recognizes and agrees that A&A is acting as a bailee and at no time does A&A assume title of said waste.

Discovery of Unanticipated Hazardous Materials – Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. A&A and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. A&A and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for A&A to take immediate measures to protect health and safety. A&A agrees to notify Client as soon as practicable should unanticipated hazardous materials or suspected hazardous materials be encountered. Client encourages A&A to take any and all measures that, in A&A’s professional opinion, are justified to preserve and protect the health and safety of A&A’s personnel and the public. Client agrees to compensate A&A for the additional cost of working to protect employees’ and the public’s health and safety. In addition, Client waives any claim against A&A arising from A&A’s discovery of unanticipated hazardous materials or suspected hazardous materials.

Indemnification – Client agrees to defend, indemnify and save harmless A&A from all claims, including negligence claims, suits, losses, personal injuries, death and property liability resulting from the actions or inactions of Client, Client’s contractors, representatives, agents and employees.

Legal Jurisdiction – The parties agree that any actions brought to enforce any provision of this Agreement shall only be brought in a court of competent jurisdiction located in Orlando, Orange County, Florida. All causes of action, including but not limited to actions for indemnification, arising out of A&A’s Work shall be deemed to have accrued and the applicable statutes of limitation shall commence to run not later than the date of issuance of A&A’s final invoice for the Work. Each of the parties hereto irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this agreement.

Force Majeure – A&A shall not be held responsible for any delay or failure in performance caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, acts of God, act or omission of subcontractors, carrier, clients or other similar causes beyond its control.

Drafting and Severability – This Agreement has been drafted by all Parties hereto and shall not be construed against one Party or in favor of any other Party. In the event that any provision of this Agreement is held invalid, the remainder of this Agreement shall be fully enforceable.