

# ATTACHMENT A: LIMITATIONS



## **USE OF REPORT**

1. GZA GeoEnvironmental, Inc. (GZA) prepared this report on behalf of, and for the exclusive use of our Client for the stated purpose(s) and location(s) identified in the Proposal for Services and/or Report. Use of this report, in whole or in part, at other locations, or for other purposes, may lead to inappropriate conclusions; and we do not accept any responsibility for the consequences of such use(s). Further, reliance by any party not expressly identified in the contract documents, for any use, without our prior written permission, shall be at that party's sole risk, and without any liability to GZA.

## **STANDARD OF CARE**

2. GZA's findings and conclusions are based on the work conducted as part of the Scope of Services set forth in Proposal for Services and/or Report, and reflect our professional judgment. These findings and conclusions must be considered not as scientific or engineering certainties, but rather as our professional opinions concerning the limited data gathered during the course of our work. If conditions other than those described in this report are found at the subject location(s), or the design has been altered in any way, GZA shall be so notified and afforded the opportunity to revise the report, as appropriate, to reflect the unanticipated changed conditions .
3. GZA's services were performed using the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services, at the same time, under similar conditions, at the same or a similar property. No warranty, expressed or implied, is made.
4. In conducting our work, GZA relied upon certain information made available by public agencies, Client and/or others. GZA did not attempt to independently verify the accuracy or completeness of that information. Inconsistencies in this information which we have noted, if any, are discussed in the Report.

## **SUBSURFACE CONDITIONS**

5. In preparing this report, GZA relied on certain information provided by the Client, state and local officials, and other parties referenced therein which were made available to GZA at the time of our evaluation. GZA did not attempt to independently verify the accuracy or completeness of all information reviewed or received during the course of this evaluation. If variations or other latent conditions then become evident, it will be necessary to reevaluate the conclusions and recommendations of this report.
6. Site-specific evaluation of groundwater levels have not been made. Fluctuations in the level of the groundwater should be anticipated to occur due to temporal or spatial variations in areal recharge rates, soil heterogeneities, the presence of subsurface utilities, and/or natural or artificially induced perturbations. The water table encountered in the course of the work may differ from that indicated in the Report.
7. GZA's services did not include an assessment of the presence of oil or hazardous materials at the project location. Consequently, we did not consider the potential impacts (if any) that contaminants in soil or groundwater may have on construction activities, or the use of structures on the property.

## **COMPLIANCE WITH CODES AND REGULATIONS**

8. We used reasonable care in identifying and interpreting applicable codes and regulations. These codes and regulations are subject to various, and possibly contradictory, interpretations. Compliance with codes and regulations by other parties is beyond our control.



## **COST ESTIMATES**

9. Unless otherwise stated, our cost estimates are only for comparative and general planning purposes. These estimates may involve approximate quantity evaluations. Note that these quantity estimates are not intended to be sufficiently accurate to develop construction bids, or to predict the actual cost of work addressed in this Report. Further, since we have no control over either when the work will take place or the labor and material costs required to plan and execute the anticipated work, our cost estimates were made by relying on our experience, the experience of others, and other sources of readily available information. Actual costs may vary over time and could be significantly more, or less, than stated in the Report.
10. Cost opinions presented in the Report are based on a combination of sources and may include published RS Means Cost Data; past bid documents; cost data from federal, state or local transportation agency web sites; discussions with local experienced contractors; and GZA's experience with costs for similar projects at similar locations. GZA did not attempt to independently verify the accuracy or completeness of all information reviewed or received during the course of this evaluation. Actual costs will likely vary depending on the quality of materials and installation; manufacturer of the materials or equipment; field conditions; geographic location; access restrictions; phasing of the work; subcontractors mark-ups; quality of the contractor(s); project management exercised; and the availability of time to thoroughly solicit competitive pricing. In view of these limitations, the costs presented in the Report should be considered "order of magnitude" and used for budgeting and comparison purposes only. Detailed quantity and cost estimating should be performed by experienced professional cost estimators to evaluate actual costs. The opinions of cost in the Report should not be interpreted as a bid or offer to perform the work. Unless stated otherwise, all costs are based on present value.
11. The opinion of costs are based only on the quantity and/or cost items identified in the Report, and should not be assumed to include other costs such as legal, administrative, permitting or others. The estimate also does not include any costs with respect to third-party claims, fines, penalties, or other charges which may be assessed against any responsible party because of either the existence of present conditions or the future existence or discovery of any such conditions.

## **ADDITIONAL SERVICES**

12. GZA recommends that we be retained to provide services during any future: site observations, design, implementation activities, construction and/or property development/redevelopment. This will allow us the opportunity to: i) observe conditions and compliance with our design concepts and opinions; ii) allow for changes in the event that conditions are other than anticipated; iii) provide modifications to our design; and iv) assess the consequences of changes in technologies and/or regulations.