

The Weitz Company proposes to provide (including piling subcontractor), pile load testing as described below:

Specifically, the scope of work will include the following:

1. Perform one mobilization of equipment and personnel (including supervision), and install the following:

- A. (1) 18-inch diameter compression load test pile 55 Ft. below working grade.
- B. (1) 18-inch diameter tension load test pile 55 Ft. below working grade.
- C. Reaction piles as required for the compression and tension load tests.

2. Demobilize equipment and personnel from jobsite.

3. Furnish test beams and calibrated hydraulic jacks to perform the following load tests:

- A. (325)-ton 18-inch diameter compression load test.
- B. (162)-ton 18-inch diameter tension load test.
- C. Perform overload tests as required.

4. Furnish and install the required steel reinforcing in each pile (including delivery, unloading, tying and lifting).

5. Furnish and install strain gauges as required by Geotechnical Engineer.

6. Stockpile, load and remove from the site auger spoils and waste grout.

7. Removal of any trash generated by our operation.

We understand the site working grade will be at approximately +11 Ft. NGVD. We will install the piles from this working grade.

We understand that there will be access for a standard drill rig. Additional costs may be incurred if restricted access equipment is required. Drill rig will remain onsite for production pile installation. If additional equipment and personnel remobilization is required, the corresponding unit rates will apply.

This proposal reflects material costs for 30 days from the day of the proposal.

The pricing is based on the following being furnished or performed by others unless otherwise stated:

1. Clear access to the work with a level and stable working grade.
2. Continuous work in an uninterrupted sequence.
3. Minimum three feet of clearance from existing structures to edge of pile for installation with industry standard equipment.
4. Water supply for cleanup from a 2-inch line inside the jobsite within 200 feet of the working area.

Item Description	Qty	Unit	Total Unit Price	Grand Total	Comments
01A					
Project Manager	1.00	week	4,326.00	4,326	
Chief Estimator	0.50	week	5,200.00	2,600	
Project Secretary	0.20	week	1,680.00	336	
Project Superintendent	1.00	week	4,120.00	4,120	
Admin. Travel	1.00	week	250.00	250	
Surveying 2-man Crew	20.00	hour	75.00	1,500	
Chemical Toilet Rental	1.00	month	-	-	
Dust Control - Site	1.00	week	266.55	267	
Street Cleaning	5.00	day	150.00	750	
Flagman	40.00	hour	55.00	2,200	
Project Sign	1.00	each	885.00	885	
General Conditions Total	-	-	-	17,234	
01B					
Testing Laboratory Services (NV5 Proposal)	1.00	lsum	11,400.00	11,400	
Testing/QC/Misc Total	-	-	-	11,400	
31D					
Auger Cast Piles Subcontract (incl/ spoil removal)	1.00	lsum	79,500.00	79,500	
Piling Total	-	-	-	79,500	
Grand Total	2.00	each	54,066.78	108,134	

CGPSC Test Pile Program
 Coral Gables, Florida
 Test Piles fro Foundations

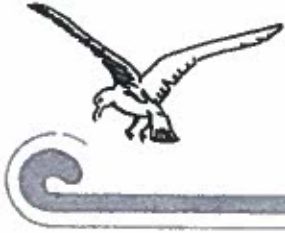


/// BUILD A BETTER WAY™

Owner: City of Coral Gables Florida
 Architect: AECOM
 Plans dated:
 Bldg Area: 2 each

CSI	Division	Labor	Mat	Sub	Equip	Other	User	Total
01000	General Conditions	14,009	75	14,550	-	-	-	28,634
02000	Sitework	-	-	79,500	-	-	-	79,500

Sales tax	5
Sub Bonds & SDI	1,193
Subtotal	109,331
Construction Contingency	8,069
Total Estimate	117,401
Builders Risk Insurance	198
General Liability Insurance	1,526
Payment & Performance Bond	1,322
Construction fee	11,740
Total Estimate with Taxes	132,187



31D

EBSARY

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MARINE AND ENGINEERING CONSTRUCTION
2154 N.W. North River Drive, Miami, Florida 33125-2297
Ofc. (305) 325-0530 • CC# E-502 • Fax (305) 325-8684

September 13, 2018

The Weitz Company
1720 Centrepark Drive East
West Palm Beach, FL 33401

Attn: Bill Wolfford

**RE: Coral Gables Public Safety Building - Test Piles
2801 Salzedo Street
Coral Gables, Florida**

Dear Mr. Wolfford:

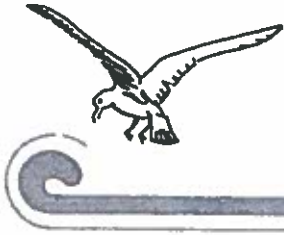
We are pleased to submit our **CONTRACT PROPOSAL** for the installation of **AUGERCAST PILES** at the project referenced above. All construction will be in accordance with plans and specifications as drawn by AECOM (Dated 8/24/18) **except as noted below.**

ARTICLE 1 BASE BID SCOPE OF WORK

Augered Cast-In-Place Piles

- 1.1. Install 18" x 55 ft. test piles:
 - 1.1.1. One (1) each **18" diameter Compression** to be tested to **650** tons maximum.
 - 1.1.2. One (1) each **18" diameter Tension** to be tested to **325** tons maximum.
 - 1.1.3. Furnish, erect, and remove load test frame and equipment.
- 1.2. Remove earth spoil and excess grout from job site.
- 1.3. Includes one mobilization.

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Coral Gables Public Safety Building - Test Piles
September 13, 2018
Page 2

ARTICLE 2 INCLUSIONS

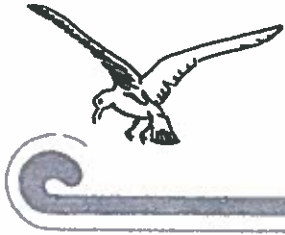
Items Provided By Ebsary

- 2.1. Furnish all labor, material, equipment, and supervision to perform the scope of work outlined above.
- 2.2. Furnish and install all pile reinforcing steel; including centering devices. All pile reinforcing steel shall be **Grade 60** as specified below:
Comp: 12 #11 top 25 ft. with #4 ties @ 10" o.c. & 1 #8 full length
Tens: 12 #11 full length with #4 ties @ 4" o.c. top 12 ft., 10" o.c. next 13' & 18" o.c. balance
- 2.3. Furnish and pump grout with a minimum compressive strength of **8,500 psi @ 56 days**.
- 2.4. State and local taxes related to Ebsary's work.
- 2.5. Insurance as follows:
 - 2.5.1. Workman's Compensation and Employer's Liability Insurance within the State of Florida's standard limits.
 - 2.5.2. Comprehensive General Liability Insurance: \$2 million combined single limit.
 - 2.5.3. Auto Liability Insurance: \$1 million combined limit.

ARTICLE 3 EXCLUSIONS

Items Provided By Others

- 3.1. Survey layout; including pile locations, benchmarks, cut-off elevations, as-built surveys and pile numbering plan.
- 3.2. Field inspection or testing services; including pile logs and grout strength testing.
- 3.3. Load test monitoring or pile certification.
- 3.4. Location, protection, removal, or replacement of underground or overhead obstructions including utilities, buildings, lighting, sprinklers, etc., that interfere with pile installation.
- 3.5. Protection, repair or replacement of adjacent structures and work sites including buildings, trees, shrubs, lawns, driveways, etc.
- 3.6. Ramp and access to pile locations suitable for crawler machine with leads. We require a firm, dry, level work base for our equipment and concrete trucks.



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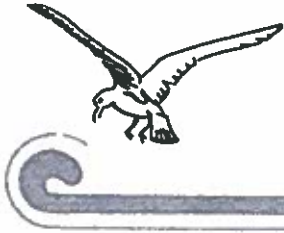
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Coral Gables Public Safety Building - Test Piles
September 13, 2018
Page 3

- 3.7. Pile cutting.
- 3.8. Traffic maintenance, job site security, fencing, barricades or restricted work hours.
- 3.9. Pile installation tolerances less than 4" from design location at installation site grade.
- 3.10. Bonds or permits; including those for sidewalk and street closures.
- 3.11. Handling or removal of contaminants.
- 3.12. Outlet supplying city water at normal city pressure on job site within **100 feet** of work area.
- 3.13. Casings, steel sleeves or sonotubes.
- 3.14. P.E. shop drawings.
- 3.15. Field bending hooks on pile reinforcing steel, if required.
- 3.16. Indicator piles.

ARTICLE 4 PAYMENTS AND CONDITIONS

- 4.1. The pay length for all piles will be measured from the pile tip to the installation elevation. This proposal is based on all piles being installed from **existing grade**.
- 4.2. Monthly payments are to be made as the work progresses and within **30 days** of the installation month. Final payment, including retainage, is due within **30 days** of the completion of our work.
- 4.3. Payments not received within the terms described will accrue interest at **1.5%/month**.
- 4.4. This quotation is based on **current labor and material costs** and is subject to availability of crew and equipment. It must be accepted in writing within **fifteen (15) days** of proposal date, after which time, we reserve the right to modify or withdraw it. Due to the volatility in **material prices**, material must be ordered within 15 days of proposal acceptance. Any material price increases incurred after this time frame will be added to the contract price plus 10% overhead and profit.



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Coral Gables Public Safety Building - Test Piles
September 13, 2018
Page 4

ARTICLE 5 BASE BID QUOTE AND ACCEPTANCE

Our price to perform the work:

SEVENTY-NINE THOUSAND FIVE HUNDRED AND 00/100 (\$79,500.00)

Alternate No. 1: Provide a payment and performance bond, **add 1.22%**

We appreciate the opportunity to quote on this project. If you should have any questions or if we may be of further service, please contact the undersigned at your convenience.

Very truly yours,

EBSARY FOUNDATION COMPANY

Brian J. Ortiz
Project Manager

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

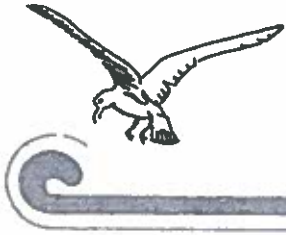
Company: The Weitz Company

By: _____

Title: _____

Date: _____

coral gables public safety building test piles



EBSARY

foundation company

Coral Gables Public Safety Building - Test Piles
September 13, 2018
Page 5

TERMS AND CONDITIONS

WORK: Ebsary Foundation Co., Inc. ("Ebsary") agrees to perform the work and furnish such materials, equipment and labor as specified within the scope of its work outlined herein and unless otherwise specified, as is customary. Customer acknowledges that it has supplied to Ebsary all applicable documents, plans and specifications necessary for Ebsary's work. To the extent of any conflict between the terms for Ebsary's work and the terms of Customer's work for the Owner, then the terms most favorable to Ebsary will prevail. Customer agrees to provide timely notice to Ebsary of any site conditions which may impact Ebsary's work.

PAYMENT: Customer agrees to make timely payments to Ebsary as called for herein. It is understood and agreed that any pay when paid provisions, if applicable to Ebsary's work, shall be interpreted as establishing a reasonable time for payment and shall not negate Ebsary's construction lien rights. If payments are not made when due, Customer agrees that Ebsary may halt its work until satisfactory payment arrangements have been made. Ebsary reserves the right to charge a service fee of 1 1/2% per month for late payments. In the event of any action taken, with or without suit, to enforce Ebsary's rights under this agreement, the Customer shall be liable for all costs, including Ebsary's reasonable attorney's fees. Exclusive venue for any action shall be a court of competent jurisdiction in Miami-Dade County, Florida, except in those instances where the action is one to enforce a lien recorded in a different jurisdiction.

WARRANTY: Ebsary agrees that its work shall conform with the specifications, plans and other applicable documents timely provided to it but shall be subject to field conditions beyond its control. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, EBSARY PROVIDES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. EBSARY WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES AND ANY CLAIM AGAINST EBSARY OR ITS AGENTS, OFFICERS AND EMPLOYEES SHALL BE LIMITED TO THE REPLACEMENT VALUE OF ITS WORK AND ONLY AS TO THE EXTENT SUCH WORK IS FOUND TO BE DEFECTIVE. THIS LIMITATION OF LIABILITY IS EXPRESSLY INTENDED TO APPLY TO ALL TYPES OF CLAIMS, INCLUDING BUT NOT LIMITED TO CLAIMS FOR EBSARY'S OWN NEGLIGENCE.

TERMINATION: Ebsary may terminate its work and this agreement at any time the Customer has defaulted or at any time conditions beyond Ebsary's control, including force majeure events, interfere with or adversely impact Ebsary's ability to perform. The costs of any materials ordered by Ebsary pursuant to this agreement and prior to termination shall be paid by Customer, if such orders are unable to be cancelled. Labor performed and materials installed up to termination shall be paid by Customer to Ebsary plus a sum equal to 20% for Ebsary's overhead and mobilization costs.

INDEMNIFICATION: If any claim is made for damage or injury including death, Customer agrees to indemnify and hold Ebsary harmless from and against such claim and all loss, damage, injury and expense (including reasonable attorney's fees and costs) that Ebsary may sustain when such claim is directly or indirectly based or related to Customer's or its agents' contractors' or employees' grossly negligent, intentional or wrongful acts or omissions. Customer acknowledges that a 1.0% reduction of the price for the work was received in exchange for this indemnification and said indemnification on the part of Customer shall not exceed, per occurrence, either the greater of \$1,000,000 or ten (10) times the total billing from Ebsary to Customer for this work.

DELAYS: Customer shall be responsible for any delay, interference or extra cost with respect to Ebsary's work which is the result of Customer or any and all third parties; Ebsary shall be entitled to both an extension of time to complete its work and issuance of a change order noting a prorata increase in the amount due Ebsary.

MODIFICATIONS: Any modification or change must be in writing and signed by authorized representatives of both parties.

WAIVER: The failure of Ebsary to insist upon strict compliance with any of these terms and conditions, or to exercise any options provided for in the work documents, shall not be construed to be a waiver or relinquishment of Ebsary's right to thereafter require compliance with these terms and conditions or to therefore exercise such option.

AUTHORITY: It is understood and agreed that the person signing on behalf of Customer has full authority to do so, has read and understood the foregoing terms and conditions, and is authorized to bind the Customer.



September 20, 2018

Mr. Jorge Freyre
Weitz
1214 S. Andrews Avenue, Suite 302
Fort Lauderdale, FL 33316
Cell: 961-402-4839
Email: jorge.freyre@weitz.com

Re: Proposal for Piles Testing and Production Pile Monitoring
Proposed Coral Gables Public Safety Building
250 Minorca Avenue
Coral Gables, Florida
NV5 Proposal no. 18-0659
NV5 Project No.: 16192

Dear Mr. Freyre:

We submit this proposal as a result of your recent request. This Proposal describes our understanding of the project, lists a purpose for our work, suggests a specific scope of work, and presents our compensation.

CAPABILITIES AND EXPERIENCE

NV5, Inc., is a consulting firm providing geotechnical and construction materials engineering. We also have equipment and personnel capable of performing soil borings, installing monitor wells, and testing soil/concrete during construction. Our senior engineering personnel are registered professional engineers in Florida, California, Maine, Massachusetts, and New Hampshire. Combined, they have over 120 years of experience in geotechnical engineering.

As a local 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 efficient service to our clients, and to maintain direct involvement of the senior personnel on every project.

We have worked on many of South Florida's tallest, largest and most notable structures over our 35-year history. Our project experience ranges from residential, commercial, and industrial developments over soft soils to high-rise development and warehouses.

We have completed over 5,000 projects involving construction materials testing services in Miami-Dade and Broward counties over the past few years. We have also been involved in many low to mid-rise projects.

PROJECT INFORMATION

The project site is located at 250 Minorca Avenue in Coral Gables Florida. The site is bordered to the north by Minorca Avenue, to the south and east by commercial buildings followed by Alcazar Avenue, and to the west open parking space parallel to Salcedo Street. Based on the Miami-Dade property appraiser's webpage for folio No. 03-4108-006-1730, the proposed project will consist of a 5-level RC masonry building mixed-use with parking and offices above. There will be no basement.

NV5 previously provided a report titled *Transmittal of Computation Package for Evaluation of Alternative Pile Design* dated September 17, 2018, *Proposed Coral Gables Public Safety Building*, NV5 Project No. 16192.

PURPOSE

The purpose of NV5 services for the project will be to provide auger cast-In-Place pile load test and production pile installation monitoring.

PROPOSED SCOPE OF SERVICES

NV5 scope of services for Special Inspection and Construction Materials Testing for Proposed Coral Gables Public Safety Building during construction will include the following as it relates to the specific compensation items listed:

Project Management

- Provide project manager for the construction duration to attend meetings and oversee field technicians to help provide recommendations as indicated in the request for proposal, and minimize schedule delays; review project related specifications and plans associated with this project.
- Provide recommendations for remediation of the bearing soils as indicated in the request for proposal, if necessary.

Pile Testing & Production Pile Monitoring

- A Professional Engineer will be involved with overseeing test pile installation load testing production pile installation, and preparation of written engineering documents.
- An Engineering Technician from our office will observe the installation of the compression, tension and lateral test piles. In addition we will observe the installation of the required reaction piles to be used in each test. Grout used in the construction of the test piles will be sampled on a daily basis and tested for compressive strength. A log of each pile installed will be prepared and reported in typewritten format.
- Once the test piles have achieved the required compressive strength we will monitor the testing for compression (ASTM D 1143), tension (ASTM D 3689) and lateral (ASTM D 3966). We have assumed the foundation subcontractor will furnish test beams and a calibrated hydraulic jack in order to apply the test load to the head of the pile. The specialty foundation contractor will also level the head of the pile and position the hydraulic jack. NV5 will furnish all monitoring equipment necessary for recording pile head movement and reaction pile extension.
- The results of the pile load test program will be submitted in the form of a written engineering report signed and sealed by a Professional Engineer registered in the State of Florida.

NV5

- An Engineering Technician from our office will observe the installation of the production auger cast piles. Grout used in the construction of production piles will be sampled on a daily basis and tested for compressive strength. A log of each pile installed will be prepared and reported in typewritten format.
- The results of the production pile installation will be summarized in the form of a written engineering report signed and sealed by a Professional Engineer registered in the State of Florida. The Report will include: a pile numbering plan, a log of each pile installed, the grout strength test results, and a statement about the load carrying capacity of each pile installed.

Reporting

- Provide written reports of our observations and testing activities to the Owner and others, as designated.
- The data collected on this project will be reviewed by a Professional Engineer registered in the State of Florida. Also, personnel assigned to this project will be managed and be under the direct supervision of a Professional Engineer registered in the State of Florida.

COMPENSATION

We propose to invoice for our services at the unit rates indicated below. Invoices will be submitted on a monthly basis for work completed during that time interval.

Pile Testing and Production Pile Monitoring

1. Monitor pile load tests (compression, tension and lateral), we will observe test and reaction pile installation, monitoring load testing of each of the pile tests, and provide a report of our load test findings and recommendations. We can perform this work for a fee of \$3,800 per pile load test.
2. Observe production pile installation. We can complete monitoring of the production pile installation for a daily rate of \$550 per day up to 10 hours per day (Monday thru Friday)
3. Provide final report on production piles needed for submission to the City for \$1,700 LS.

<u>Test Description</u>	<u>Unit</u>	<u>Unit Rate</u>
Load Testing - 18" Piles (3 Tests)	Per Test	\$3,800.00
Piles Grout Submittal Review	Lump Sum	\$1,500.00
Auger Cast Pile Observations	Per Day	\$550.00
Pile Grout Sample/Test	Per Set	\$95.00
Project Engineer	Per Hour	\$85.00
Pile Summaray Report	Lump Sum	\$1,700.00

x3 = \$11,400 ep.

Budget for the Pile Load testing program, assuming one (1) day of augercast pile observations, two (2) sets of grout samples, submittal review and tree (3) Load Tests (Compression, Tension and Lateral) will be \$13,640.00. Additional tests or observations will be billed at the unit rates shown in the table above.

\$11,400 ep.

NIV5

Notes related to Unit Prices:

1. Professional Engineer hourly rates will be invoiced for job functions related to the execution of project work. A typed report, signed and sealed by a State of Florida Registered Professional Engineer will be provided for each test performed. A professional Engineer is required to perform review of each report before affixing his seal and signing each report. This requirement is based on Florida Statutes Chapter 471 and the rules of the Florida Board of Professional Engineers (Chapter 61G15).
2. Technician hourly rates other than for the unit prices in this proposal will be invoiced for job functions related to the execution of project work. Job functions include: time spent by engineering technicians sampling materials, conducting field and laboratory observations, completing test reports and daily summaries, portal-to-portal travel, standby and testing not otherwise charged on a unit test basis. Overtime work, at client's request, over eight (8) hours per day, before 7:30 a.m. or after 4:00 p.m. Monday through Friday, Saturday, Sunday and Holidays, will be charged at the standard hourly rate \$55 times 1.5.
3. Prices are good for one year from the date of the proposal execution. After that a 3% rate increase will apply each year.
4. We have assumed that parking for our field technicians will be provided on site.

AUTHORIZATION AND SCHEDULE

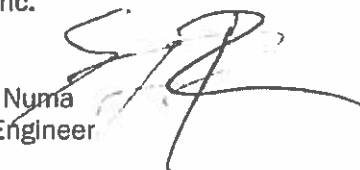
We ask that you complete the attached Professional Services Agreement to serve as our written authorization to proceed. We request to be notified one week in advance of the initial request for services. Subsequent requests for services will require 24 hour notice from the time of request to the time our services are required.

CLOSURE

We look forward to the opportunity to work on this project. If you have questions concerning this letter, please contact the writer at 305/666-3563.

Sincerely,
NV5, Inc.

Ralph Nyma
Staff Engineer



Alfredo Budik, P.E.
Senior Engineer



Attachments: General Terms and Conditions (4 pages)
 Proposal Acceptance Agreement (1 page)

Distribution: Copy via email
 Copy to NV5 File



GENERAL TERMS AND CONDITIONS

1. **The Agreement.** This Agreement between the parties, which shall describe and govern Client's engagement of "Consultant" to provide services ("Services") in connection with the project ("Project") identified in the proposal ("Proposal"), consists of the Proposal, these terms and conditions, Consultant's fee schedule, and any exhibits or attachments referenced in any of these documents. Together these elements constitute the entire agreement between the parties, superseding any and all prior negotiations, correspondence, or agreements, either written or oral, with respect to the subject matter of this engagement. This Agreement shall be interpreted as though prepared by all parties and shall not be construed unfavorably against either party. Consultant requests written acceptance of the Agreement through its Proposal Acceptance Form, but the following actions shall also constitute Client's acceptance of the Agreement: (1) issuing an authorizing purchase order for any of the Services; (2) authorizing Consultant's presence on site; or (3) notification, written (including e-mail) or oral, to Consultant to proceed with any of the Services.

2. **Standard of Care.** The Services shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar conditions and in the same locality as the Project. Data, interpretations and recommendations by Consultant will be based solely on information discovered by, or made available to, consultant during the course of the engagement. In connection with such information, Consultant shall not be responsible for the use or interpretation of such information by non-parties to this Agreement. Consultant shall not be held liable for problems that may occur if Consultant's recommendations are not followed.

3. **Termination.** This Agreement may be terminated without cause by either party upon thirty (30) days written notice, and at any time by either party if the other party defaults in the performance of any material provision of this Agreement and such default continues for a period of seven (7) days after written notice thereof. In the event of termination, Consultant will be paid for services performed through the date of termination, plus reasonable termination expenses, including the cost of completing analyses, demobilization, records and reports necessary to document job status at the time of termination.

4. **Ownership of Documents.** Unless otherwise required by law, Consultant will retain all pertinent records relating to the Services performed. All reports, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Consultant in connection with this engagement, shall remain the property of Consultant. Consultant may withhold Work Product from Client should Client fail to pay Consultant.

5. **Risk Allocation and Limitation of Liability.** To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Consultant, and its officers, directors, partners, employees, agents and sub-consultants, and any of them, to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of the Consultant, and its officers, directors, employees, agents or sub-consultants, or any of them, shall not exceed the total compensation received by the Consultant, for Services provided under this Agreement or \$50,000 whichever is more. Client agrees that Consultant shall not be responsible for the means, methods, procedures performance, site safety of the construction contractors or subcontractors, or for their errors or omissions. Client agrees that the work created pursuant to this Agreement is for the sole and exclusive use of Client and is not for the benefit of any third parties. This Agreement and the Services to be performed hereunder shall in no way be construed as a guarantee of deficient free construction.

PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

6. **Resolution of Disputes.** The Client shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant, unless the Client has first provided the Consultant with a written certification executed by an independent consultant currently practicing in the same discipline as the Consultant and licensed in the same State. This certification shall: (a) contain the name and license number of the certifier; (b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and (c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and Consultant shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and Consultant within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree. Any cause of action brought against Consultant shall be brought within one year of the work or services performed under this Agreement.

7. **Assigns.** Client may not assign this Agreement or any right or obligation hereunder without the prior written consent of Consultant, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by either party or an assignment to an Affiliate of either party if such successor or Affiliate assumes all obligations under this Agreement.

8. **Governing Law and Survival.** The validity of this Agreement, these terms, their interpretation and performance shall be governed by the laws of the State in which the Project is located. 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, indemnification, and non-solicitation & hiring of employees shall survive the termination of this Agreement for any reason. The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the



waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.

9. **Billing and Payment.** Client shall pay Consultant in accordance with the schedule of fees or charges as shown in the Proposal or fee schedule. Backup data on billing will not be available unless prior arrangements have been made. Prior to initiation of the Services, Client is required to remit any retainer specified in the Proposal. Thereafter, Consultant will submit to Client invoices for the balance due, which shall be due and payable immediately upon submission. If Client objects to all or any portion of any invoice, Client will so notify Consultant in writing within ten (10) calendar days of the invoice date, identify the cause of disagreement, and immediately pay that portion of the invoice not in dispute. In the absence of written notification described above, the balance as stated on the invoice shall be deemed accepted. Invoices are delinquent if payment has not been received when due. In such event, Client shall 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. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. Consultant shall be entitled to recover for all costs and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount. Consultant reserves the right to withhold all reports or deliverables and suspend any and all services, including but not limited to expert witness services such as testifying at deposition or trial, unless and until payment is made by Client in accordance with this Agreement. Fee schedules are periodically revised. Unless otherwise agreed, new rates apply to ongoing work as such rates are issued.

10. **Waiver of Jury Trial.** Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

11. **Liability for Others.** Consultant shall not be responsible for the acts or omissions of the Client, architect, architect's other consultants, contractor, subcontractor, other third parties or their respective agents, employees, assigns, successors, or other persons performing any of the work. Consultant shall promptly notify Client if Consultant becomes aware of any inconsistencies in the services or information provided by other parties.

12. **Delays.** Consultant shall not be liable to Client for delays. Client shall indemnify, defend, and hold harmless Consultant from any actions or claims arising from delays.

13. **Waiver.** No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.

14. **Enforceability.** This Agreement shall be interpreted by the parties in a manner that ensures this Agreement's compliance with applicable local, state, federal, or foreign laws. The parties affirm that this Agreement is a collaborative effort between Client and Consultant, with no single party considered the drafter of this Agreement or having the drafting of this document construed against them.

15. **Severability.** Should a court find one of the provisions of this Agreement unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

16. **Insurance.** Consultant shall not (1) post a bond, (2) insure, or (3) indemnify Client against losses caused from the acts or omissions of other Contractors or Subcontractors that are not under contract to perform work for Consultant. Client shall require other Contractors and Subcontractors to carry adequate insurance coverage, including such coverage for any performance for Client, to insure and indemnify Consultant against claims for damages, and to insure compliance with Project requirements, including work performance and materials.

17. **Entire Agreement.** This Agreement represents the entire agreement between the parties. No other prior written or oral representations, negotiations, or discussions are part of this agreement. To the extent allowed by law, any agreement that is a part of the scope of Consultant services and incorporated by reference into this agreement shall be subordinated to the terms and conditions of this agreement where they conflict.

18. **Site Access and Conditions.** Client will provide Consultant access to the Project site for all equipment and personnel necessary for the performance of the Services. As required to effectuate such access, Client will notify all owners, lessees, contractors, subcontractors, and other possessors of the Project site that Consultant must be allowed free access to the site. While Consultant agrees to take reasonable precautions to minimize damage to the site, Client understands that, in the normal course of performing the Services, some damage may occur, and further understands that Consultant is not responsible for the correction of any such damage unless so specified in the Proposal. Client is responsible for the accuracy of locations for all subterranean structures and utilities. Consultant will take reasonable precautions to avoid known subterranean structures and utilities, and Client waives any claim against Consultant, and agrees to defend, indemnify, and hold Consultant harmless from any claim or liability for injury or loss of any party, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate Consultant for any time spent or expenses incurred by Consultant in defense of any such claim with compensation to be based upon Consultant's prevailing fee schedule and expense reimbursement policy.

19. **Cooperation and Project Understanding.** To the extent requested by Consultant, Client will make available to Consultant all information in its possession regarding existing and proposed conditions at the site. Such information shall include, but not be limited to engineering reports, plot plans, topographic surveys, hydrographic data, soil data including borings, field and laboratory tests and written reports. Client shall immediately transmit to Consultant any new information concerning site condition which becomes available, and any change in plans or specifications concerning the Project to the extent such information may affect Consultant's performance of the Services. Client agrees, upon 24 hours oral or written notice, to provide a representative at the job site to supervise and coordinate the Services. Consultant shall not be liable for any inaccurate or incorrect advice, judgment or decision which is based on any inaccurate information furnished by Client and Client shall indemnify Consultant against claims, demands, or liability arising out of, or contributed to, by such inaccurate information.

20. **Sample Disposal.** Unless other arrangements are made, Consultant will dispose of all samples remaining at the time of report completion. Further storage or transfer of samples can be arranged at Client's prior written request, subject to a reasonable charge by Consultant. Client acknowledges that contaminated samples may be produced as a result of encountering hazardous materials at the site. In such event, Consultant shall properly contain, label, and store such materials on-site, and Client shall be responsible for its proper transportation and disposal. Consultant may be able to arrange for the transportation and disposal of hazardous materials at Client's request.

21. **Construction Monitoring.** If Consultant is engaged by Client to provide a site representative for the purpose of monitoring specific portions of any construction work, as set forth in the Proposal, then this Section 6 shall apply. If Consultant's engagement does not include such construction monitoring, then this Section shall be null and void. In connection with construction monitoring, Consultant will report observations and professional opinions to Client. Consultant shall report to Client any observed work which, in Consultant's opinion, does not conform to plans and specifications. Consultant shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of Consultant, or Consultant's site representative, can be construed as modifying any agreement between Client and others. Consultant's presence on the Project site in no way guarantees the completion or quality of the

performance of the work of any party retained by Client to provide construction related services. Neither the professional activities of Consultant, nor the presence of Consultant or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon Consultant any responsibility for methods of work performance, superintendence, sequencing of construction, or safety conditions at the Project site. Client acknowledges that Client its general contractor or construction manager is solely responsible for job site safety, and warrants and agrees that such responsibility shall be made evident in any Project owner's agreement with the general contractor. Client also agrees to make Consultant an additional insured under any general contractor's general liability insurance policy. Prior to the commencement of the Work, Client shall provide Consultant with a certificate of insurance evidencing the required insurance. Such certificates shall be issued by an insurance carrier(s) acceptable to Consultant and shall be endorsed to include: (1) Consultant as additional insured; and (2) a waiver of subrogation as to Consultant. This insurance shall be primary to any insurance available to Consultant. In the event Consultant expressly assumes any health and safety responsibilities for hazardous materials or other items specified in this Agreement, the acceptance of such responsibility does not and shall not be deemed an acceptance of responsibility for any other health and safety requirements, such as, but not limited to, those relating to excavation, trenching, drilling or backfilling.

22. Project Changes. In the event Client, the Project owner, or other party makes any changes in the plans and specifications, Client agrees to hold Consultant harmless from any liability arising out of such changes, and Client assumes full responsibility unless Client has given Consultant prior notice and has received Consultant's written consent for such changes.

23. Discovery of Unanticipated Hazardous Materials. Client warrants that it has made reasonable efforts to inform Consultant of known or suspected hazardous materials on or near the Project site. The parties acknowledge that hazardous materials may exist at a site where there is no reason to believe they are present. Consultant and Client agree that the discovery of such unanticipated hazardous materials constitutes a changed condition which may require either a re negotiation of the scope of Consultant's Services or termination of such Services or this Agreement. Consultant agrees to notify Client as soon as practicable should hazardous materials be encountered at the site. Client agrees that in the event of the discovery of hazardous materials at the site it will report such discovery to the proper authorities as required by Federal, State, and local regulations. Client agrees to make the required report at the recommendation of Consultant, or, if unable to do so, authorizes Consultant to make such report. Client also agrees to inform the Project site owner in the event that hazardous materials are encountered at the site. Notwithstanding any other provision of this Agreement, Client waives any claim against Consultant, and to the maximum extent permitted by law, agrees to defend, indemnify, and save Consultant harmless from any claim, liability and/or defense costs for injury or loss arising from the presence of hazardous materials on the project site, including any costs created by delay of the project and any costs associated with possible reduction of the property's value. Client is responsible for ultimate disposal of any samples secured by Consultant which are found to be contaminated.

24. Concealed or Subsurface Conditions. Consultant cannot know or guarantee the exact composition of a structure or site's concealed or subsurface condition, even after conducting a comprehensive exploratory program. Client acknowledges that there is a risk that exploratory destructive testing, drilling and sampling may result in damage or contamination of certain areas. Although Consultant will take reasonable precautions to avoid such an occurrence, Client waives any claim against, and agrees to defend, indemnify and save Consultant harmless from any claim or liability for injury or loss which may arise as a result of any exploratory activities. Client also agrees to adequately compensate Consultant for any time spent and expenses incurred in defense of any such claim.

CODE COMPLIANCE – PRIVATE PROVIDER (if included in Consultant's Services)

25. Standard of Care. These Services shall be performed in a manner consistent with the level of care and skill ordinarily exercised by the Authority Having Jurisdiction ("AHJ") for similar services under similar conditions and in the same locality as the Project. In the event there is a dispute relating to Consultant's work the AHJ's approval of similar constructed or assembled elements shall suffice as proof and/or evidence that Consultant has met the aforementioned standard of care. Consultant's Services are not intended to detect or identify design flaws, omissions or errors by design professionals or be a peer review of services performed by any other party. Client understands that a building can pass code compliance inspections and still have a design flaw or deficiency that may require the demolition of the entire building.

Data, interpretations and recommendations by Consultant will be based solely on information discovered by, or made available to, consultant during the course of the engagement. In connection with such information, Client recognizes that site conditions may change over time. Consultant shall not be responsible for the use or interpretation of such information by non-parties to this Agreement. Consultant shall not be held liable for problems that may occur if Consultant's recommendations are not followed. Client acknowledges that Consultant has made no other implied or expressed representation, warranty or condition with respect to the Services, findings, recommendations or advice to be provided by Consultant pursuant to this Agreement.

26. Private Provider Services. If Consultant is engaged by Client to provide Services that include private provider services pursuant to §553.791, Florida Statutes for plan review or code compliance inspections, as set forth in the Proposal. Consultant shall prepare and submit to Client an Affidavit and/or Inspection Report Card for delivery to the AHJ. The Affidavit shall state "To the best of my knowledge and belief, the building components and site improvements outlined herein and inspected under my authority have been completed in conformance with the approved plans and applicable codes." The final authority for the Project is the AHJ who maintains the right to issue Permits and Certificates of Occupancy and perform a review of the inspections performed by Consultant. Consultant will communicate information on scheduling and inspection results to the AHJ, in a format acceptable to the AHJ in general accordance to §553.791, Florida Statutes and the Florida Building Code.

Consultant's staff can provide coordination, cooperation and communication with local jurisdiction, furnishing the required affidavits, insurance and licenses required by Florida Statutes and the Florida Building Code. Client shall be required to file notice with the AHJ of your intent to use a private provider pursuant to the requirement of §553.791, Florida Statutes. Client shall also be required to schedule inspections with Consultant 24 hours in advance and no later than 2:00 pm the day prior to the requested inspection in order to facilitate timely notification by Consultant to the AHJ of all inspections scheduled for the next business day. Consultant's review is done for Code Compliance in accordance with all Florida Building and M.E.P. Codes, in effect on the date of application for the permit. Consultant's review does not relieve the Contractor from errors or omissions. Nor is it to be held to permit or approve any violation of City, County, State or Federal regulation, ordinance or code of Law. All work produced by Consultant is solely for the use and benefit of the Client. Consultant is not liable to the Client or any third party for the third party's reliance on or use of the work. Inspections are based solely on visual observation(s) and assessment(s) of the condition of the property or specified items at the time of inspection. Further, Consultant is not liable to the Client or any third party for any damage or claim arising from undisclosed and/or unknown dangerous conditions existing at the site before Consultant entered the Project site, or arising out of misrepresentations by Client concerning conditions at the site or specified item.

As the Services are performed for, on behalf of, or to the benefit of the State of Florida or another state agency or subdivision, including

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the applicable building department, code compliance department, or code enforcement department, Consultant shall be entitled to any and all rights and protections of sovereign immunity under Florida law.

PROFESSIONAL OPINIONS (If included in Consultant's Services)

27. Scheduling. Consultant shall use commercially reasonable efforts to prepare its written reports for Client in a timely manner that is reasonable for the parties. Consultant's preparation of its written reports for Client shall be prepared to the Standard of Care in paragraph 2 without exception. Consultant shall use commercially reasonable efforts to be available for Client for meetings, mediations, arbitrations, or trials, but Consultant cannot guarantee their availability for events not known at the making of this Agreement.

28. Scope of Report. The opinions contained within Consultant's reports are limited to the information provided by Client at the time from which Consultant received information for review to the writing of this report. Consultant's preparation of reports may rely on information including, but not limited to, correspondence, drawings, specifications, contracts, adverse party documents, and other expert reports that were deemed accurate and authentic. Unless expressly stated in Consultant's reports, Consultant has not performed any calculations or engineering to test Consultant's hypothesis. Consultant's reports shall not be construed to indicate a course of action or be construed as a recommendation for remedial efforts unless expressly stated therein.

29. Testing and Probing. Unless expressly stated in Consultant's reports, Consultant has not performed any laboratory or field tests to confirm our analysis. Any field visits are limited to observation of areas accessible and exposed for viewing. Consultant makes no representations as to latent defects or to areas to which we are not provided access and, unless expressly stated therein, we have not taken any samples or exposed any areas in an attempt to expose any latent defects. Any probes into latent defects or damaged areas are not Consultant's responsibility, and Consultant cannot guarantee the accuracy of the probe sites. Any recommendations Consultant makes on probe locations are investigative in nature, and do not guarantee that taking a probe in a particular location will reveal a defect or facts that will aid Consultant in the formation of our opinion.

30. Limitations. Consultant's reports are prepared for Client and their client, and are not transferrable or assignable. The provisions of Consultant's reports does not imply that we are providing expert testimony for any litigation including answering interrogatories, answering questions in depositions, attending depositions, preparing exhibits for trial, providing expert testimony, or other litigation related services unless otherwise expressly stated in our service agreement. Consultant's reports shall not guarantee in any way the viability or safety of any structure, does not relieve the property owner of the responsibility for making repairs to the property, nor does Consultant's report relieve the property owner of the responsibility for ensuring that their building meets all applicable building codes or laws.

31. Legality. Consultant's opinion is limited to the design and engineering of the Project, and is not legal advice. Any statutes, building codes, or case law referenced by Consultant are not legal advice, and any analysis or conclusions that are stated herein are not conclusions of law that constitute unauthorized practice of law. Consultant's reports are assumed to be prepared at the request of an attorney, and Consultant assumes its Services to be attorney-client privileged as attorney work product as part of that attorney's investigation in preparation for litigation. Consultant's site visits, any testing, sampling, or recommendations for probing are not an attempt to spoil, destroy, or otherwise disturb potential evidence.

REMEDICATION (If included in Consultant's Services)

32. Prior Work. Consultant shall not be responsible for work performed on the Project including, but not limited to, surveys, architectural design, engineering, testing, inspections, or construction ("Prior Work"). Client agrees to defend, indemnify and save Consultant harmless from any claim or liability for injury or loss which may arise from Prior Work for which Consultant had no involvement.

33. Corrective Work. Consultant's recommendations for the performance of corrective work on the Project do not guarantee the correctness of the completed Project. Consultant is not responsible for the means and methods of construction, and makes no guaranty that Consultant's recommendations are properly implemented by any third party.

34. Unforeseen Conditions. Consultant's examination is for patent defects only. Any investigation, exploration, drilling, probing, or other investigative technique used to search for defects is not a guarantee that Consultant has discovered all latent defects in the Project. Consultant's recommendations for the performance of corrective work are limited to those areas which Consultant has discovered to be defective. Consultant makes no guarantee that all latent Project defects have been discovered.

**PROPOSAL ACCEPTANCE AGREEMENT
NV5, INC.**

Project Name: Proposed Coral Gables Public Safety Building
Project Location : 250 Minorca Avenue, Coral Gables, Florida
Description of Services: Pile Load Test and Production Piles Monitoring
Proposal No.: 18-0659
Proposal Date: September 20, 2018

APPROVAL & PAYMENT OF CHARGES: *Invoices will be charged and mailed to the account of:*

Firm: _____

Attention: _____

Address: _____

_____ Email: _____

Telephone: _____ Fax: _____

PROPOSAL ACCEPTED BY:

AUTHORIZED SIGNATURE: _____

NAME & TITLE: _____

DATE ACCEPTED: _____

PAYMENT TERMS: Net 30 days from date of invoice

Please remit payments to: PO Box 74008680, Chicago, IL 60674-8680.

PROPERTY OWNER IDENTIFICATION (if other than above)

Name: _____

Address: _____

Telephone: _____ Fax: _____

NV5, Inc. reserves the right to withhold all reports until this Proposal Acceptance Agreement or other written authorization referencing this proposal in its entirety has been executed by both parties and received by NV5. This Proposal Acceptance Agreement, the scope of work outlined in the proposal, Schedule of Fees, and terms and conditions constitute the entire agreement between the client and NV5, and supersede all prior written or oral understandings.

NV5