

EXHIBIT A



ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

Geotechnical Engineering
Construction Materials Testing
Environmental Consulting

AACE Proposal No. P20-1599

April 7, 2021 (Rev2)

Indian River County BOCC
Public Works - Stormwater Division
1801 27th Street
Vero Beach, FL 32960

Attention: Mr. W. Keith McCully, P.E.

**PROPOSAL FOR CONSTRUCTION MATERIALS TESTING
AND MONITORING SERVICES
MOORHEN MARSH LOW ENERGY AQUATIC PLANT SYSTEM (LEAPS®)
INDIAN RIVER COUNTY, FLORIDA**

Andersen Andre Consulting Engineers, Inc. (AACE) is pleased to present this proposal for performing construction materials testing and monitoring services for the Moorhen Marsh LEAPS project which is proposed to be constructed on the northeast corner of 66th Avenue and 53rd Street in Indian River County, Florida. AACE is the Geotechnical Engineer-of-Record for this project, and has previously issued a *Subsurface Exploration and Geotechnical Engineering Evaluation* report for the project dated October 9, 2019 (AACE File No. 19-140).

As part of preparing this proposal, we have reviewed the following documents provided to us:

- Structural Plans prepared by Kimley-Horn (dated 02/22/21)
- Civil & Mechanical Plans prepared by IRC Public Works Stormwater Division (dated 03/25/21)

Hence, based on our conversations and our review of these plan sets, we understand that it is proposed to construct an approximately 17-acre aquatic plant water treatment facility (Low Energy Aquatic Plant System - LEAPS®) intended to reduce contamination/pollutants from the water in the adjacent Indian River Farms Water Control District (IRFWCD) North Relief Canal (NRC). The LEAPS facility will have a pump station near the northwest corner of the site, pumping water from the NRC into the facility. The water will pass through pipes/structures into eight water lettuce scrubber basins after which the water will flow over weirs, through solids sumps and discharge/reoxygenation flumes, and into a transfer channel before it is released back into the NRC.

The following describes our understanding of the main components of the LEAPS facility as it relates to our work:

- The intake pump station/headworks structure will include an approximately 20-ft deep concrete structure (bottom near EL 2.00 ft) [NAVD88 datum throughout], and will be pipe-connected (42"x29" CAP arch) to the NRC.
- The water lettuce scrubber basins will each have concrete slabs (EL 20.50 ft), milling berms (for service roads) and interior divider walls/curbs.

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- The solids sumps will have concrete slabs (bottom elevation varies) with overflow weirs (EL 22.44) and concrete flumes with their lowest elevation at 18.50.
- The transfer channel (un-lined) will have a bottom elevation of 15.50 and a design water elevation of 18.50.
- The transfer channel will be pipe-connected (36" CAP) to the NRC through Structure S1 which will have bottom elevation of 11.28.
- Current site elevations are on the order of 17.50 to 19.00 (former citrus grove with furrows and planting beds). As such, after leveling of the site, an average of ± 2 feet of fill will likely be needed to raise the overall site grades.

Additional project components include perimeter stormwater retention areas (some with interconnecting piping/structures), a single-story pole barn operations building, perimeter earthen berms, an asphalt paved entrance roadway, unpaved/stabilized interior drive aisles/services roads, etc.

We understand that the services for which we are preparing this proposal include:

- Monitor proofrolling and backfilling operations and perform in-place density tests as required by the project specifications.
- Perform in-place density testing for building pads, driveways and parking areas, slab-on-grades, footings, pipe and structure/pump station backfill, etc.
- Sample and test compressive strength of concrete for building construction, weirs, footings, slab-on-grade, basins bottom slabs, etc.
- Sample fill and backfill soils for modified Proctor laboratory testing.
- Sample subgrade and base materials for LBR laboratory testing.
- Geotechnical and Construction Materials Testing engineering consulting throughout the project duration, as needed.
- Potential pre- and post-construction video survey of existing/adjacent structures (if needed).
- Potential vibration monitoring during compaction efforts (if needed).

As such, AACE staff will be on site to observe the work and perform tests to determine substantial compliance (relative to the services of our firm) with the project plans, specifications, and design concepts. AACE staff will not direct the Contractor nor will we have the authority to stop work. Please be aware that neither the presence of our field representatives nor the observation and testing by AACE shall imply our responsibility for defects discovered in the construction work. Further, it is understood that our firm will not be responsible for job or site safety on this project. Job site safety is the sole responsibility of the selected Contractor.

The proposed budget in this proposal was established based on a "man-hour basis", rather than a "per-test" basis, since it will be difficult to estimate the precise number of density tests and concrete sampling events for this kind of project. Another challenge to a "per-test" proposal is the periodic need for a 2nd technician (e.g. during larger concrete pours). As such, for budgeting purposes, we are proposing that AACE staff be involved full-time with the project for approximately 5 months (~20 weeks) out of the overall 10-month construction schedule, allowing for full-time presence during some periods and lesser to no presence during other periods.

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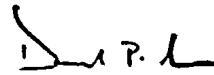
Hence, we estimate the cost of our services will be **\$80,505.00** (itemized on page 4). The actual cost of AACE's services will be a function of work actually performed in accordance with the fees in our Continuing Services contract with Indian River County. Contractor efficiency, methodology and changes in testing frequencies may affect the overall cost. We will notify you in advance if it appears that the cost estimate will be exceeded.

To authorize us to proceed with this project, please execute and return to us a copy of the attached Professional Services Agreement form or a Purchase Order number. If you have any questions or if we can provide any additional information, please feel free to contact us at your convenience.

Best Regards,
ANDERSEN ANDRE CONSULTING ENGINEERS, INC.



Peter G. Andersen, P.E.
Principal Engineer



David P. Andre, P.E.
Principal Engineer

Estimated Man-Hours (based on an approximate 5-month/20-week involvement)

- Sr. Project Engineer; 20 weeks @ 3 hours/week @ \$120.00/hour \$7,200.00
 - Sr. Engineering Technician; 20 weeks @ 40 hours/week* @ \$59.00/hour. \$47,200.00
 - Technical Secretary; 20 weeks @ 2 hours/week @ \$48.00/hour \$1,920.00
- (*Assuming 8-hour work days, Monday through Friday)

Laboratory Testing

- 15 Proctor Tests @ \$85.00/test \$1,275.00
- 4 LBR Tests @ \$315.00/test. \$1,260.00
- Allowance for acceptability testing (organic content, percent fines, carbonate content, etc.) \$1,500.00

Concrete Testing

Proposed Sampling/Testing Frequency:

A minimum of one set of four (4) cylinders (7-day, 2x28-day and Hold cylinder) and one slump test will be made for every pour, and for each 50 cubic yards for larger pours. We have also include an allowance for air content and unit weight testing, if needed.

- Concrete/Grout Sampling; estimated 150 sets @ \$88.00/set. \$13,200.00
- Air Content (if needed); 50 tests @ \$35.00/test \$1,750.00
- Unit Weight (if needed); 50 tests @ \$45.00/test \$2,250.00
- Allowance for cylinder pick-up (not scheduled with other work)
and limited standby during concrete pours; 50 hours @ \$59.00/hour. \$2,950.00

TOTAL ANTICIPATED TESTING BUDGET \$80,505.00

The following conditions apply to this project:

- (1) When not present full-time, the Contractor (or Indian River County Representative) must contact Andersen Andre Consulting Engineers, Inc. at (772) 807-9191 a minimum of 24 hours prior to any testing and 48 hours prior to weekend, holiday and evening work.
- (2) Unit rates apply to standard working days, Monday through Friday, 7:30 a.m to 5:00 p.m. Testing and hourly rates will be increased by 50% for weekend, holiday or after-hours services.
- (3) If our testing estimate for a specific work element is insufficient for that particular activity, resources from another work element can be used without prior authorization from the client as long as our total cost estimate is not exceeded. We will notify you in advance if it appears that the cost estimate presented in the attached unit fee schedule will be exceeded.
- (4) Asphalt sampling/testing, is not included herein. We will be pleased to revise this proposal to include such testing, if needed.





PROFESSIONAL SERVICES AGREEMENT

AAACE Proposal No: P20-1599

Project Name: PROPOSAL FOR CONSTRUCTION MATERIALS TESTING AND MONITORING SERVICES
MOORHEN MARSH LOW ENERGY AQUATIC PLANT SYSTEM (LEAPS™)

Client: Indian River County BOCC
Public Works - Stormwater Division

Address: 1801 27th Street
Vero Beach, FL 32960

Attn: Mr. W. Keith McCully, P.E.

Client hereby requests and authorizes Andersen Andre Consulting Engineers, Inc. ("AAACE") to perform the following services:

Provide Construction Materials Testing services for the proposed MOORHEN MARSH LOW ENERGY AQUATIC PLANT SYSTEM (LEAPS) project, as detailed herein.

Estimated Budget:

\$80,505.00

Payment Terms:

Net 30 days from invoice date; invoices will be sent every four weeks for continued or extended projects.
Interest charges, 1½% per month following the due date.

Proposal Acceptance:

By accepting this Proposal, the Terms and Conditions of this Proposal, including the Terms on this page, and Andersen Andre Consulting Engineers, Inc.'s General Conditions appearing on the reverse side of this page are incorporated herein by reference. In the event this Professional Services Agreement was received by facsimile or via email, Client hereby confirms that the above described Proposal, the Terms and Conditions of this Proposal, including the Terms on this page, and Andersen Andre Consulting Engineers, Inc.'s General Conditions have been made available and are incorporated in this agreement.

PURSUANT TO FLORIDA STATUTES SECTION 558.0035 (2013) AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

Accepted by **CLIENT:**

Accepted for **AAACE:**

By: _____

By: 

Name: _____

Name: Peter G. Andersen, P.E.

Title: _____

Title: Principal Engineer

Date: _____

Date: April 7, 2021 (Rev2)

Billing Address: _____

Phone/Email: _____

AACE GENERAL CONDITIONS

1 - Parties And Scope Of Work: Andersen Andre Consulting Engineers, Inc. (hereinafter referred to as "AACE") shall include said company, its individual professionals, particular division, subsidiary or affiliate performing the Work. "Work" means the specific geotechnical, analytical, testing, environmental or other service to be performed by AACE as set forth in AACE'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 AACE. If the client is ordering the Work on behalf of another, the Client represents and warrants that the Client is the duly authorized agent of said party for the purpose of ordering and directing said Work. Further, Client shall disclose any such agency relationship to AACE in writing before the commencement of AACE's Work hereunder. Client agrees that AACE's professional duties are specifically limited to the Work as set forth in AACE'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. Client shall communicate these General Conditions to each and every third party to whom the Client transmits any part of AACE's Work. AACE's Work is for the exclusive use of Client, and its properly disclosed principal. In no event shall AACE have any duty or obligation to any third party. The ordering of Work from AACE shall constitute acceptance of the terms of AACE's proposal and these General Conditions.

2 - Scheduling of Work: If AACE is required to delay commencement of the work, or if, upon embarking on its work, AACE is required to stop, delay or otherwise interrupt the progress of work as a result of changes in the scope of work requested by the client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the exclusive reasonable control of AACE, additional charges will be applicable and payable by the Client.

3 - Responsibility: AACE's work shall not include determining, supervising, or implementing the means, methods, techniques, sequences or procedures of construction. AACE shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. AACE's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents.

4 - Payment: Payment shall be due within 30 days after date of invoice. Interest at the rate of 18% per annum (or the highest rate allowable by law) from 30 days after date of invoice to date payment is received will be added to 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.

5 - Right-of-Entry: Unless otherwise agreed, Client will furnish right-of-entry on the property for AACE to make the planned borings, surveys, and/or explorations. AACE 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. If Client desires to restore the property to its former condition, AACE will accomplish this and add the cost to its fee.

6 - Damage to Existing Man-made Objects: It shall be the responsibility of the Owner or his duly authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects relative to field tests, sampling, or boring locations. When cautioned, advised or given data in writing that reveal the presence or potential presence of underground or overground obstructions, such as utilities, AACE will give special instructions to its field personnel. As evidenced by your acceptance of this proposal, Client agrees to defend, indemnify and save harmless AACE from all claims, suits, losses, personal injuries, death and property liability resulting from subsurface conditions or damages to subsurface structures or man made objects, owned by Client or third parties, occurring in the performance of the proposed work, whose presence and exact locations were not revealed to AACE in writing, whether such claims or damages are caused in whole or in part by AACE, and agree to reimburse AACE for expenses in connection with any such claims or suits, including reasonable attorney's fees. Client's obligation to indemnify is limited to \$1 million per occurrence, which Client agrees bears a reasonable commercial relationship to the Work undertaken by AACE. Client further agrees that these general conditions are a part of the Work's specifications or bid documents, if any.

7 - Warranty and Limitation of Liability: AACE 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 warranty obligation and AACE is promptly notified in writing prior to one year after completion of such portion of the services, AACE will re-perform such portion of the services, or if re-performance is impracticable, AACE will refund the amount of compensation paid to AACE for such portion of the services.

This warranty is in lieu of all other warranties. No other warranty, expressed or implied, including warranties of merchantability and fitness for a particular purpose is made or intended by the proposal for consulting services, by furnishing an oral response of the findings made or by any representations made regarding the services included in this agreement. In no event shall AACE be liable for any special, indirect, incidental, or consequential loss or delay or time-related 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 AACE's liability by agreeing to pay AACE an additional sum as agreed in writing prior to the commencement of AACE'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.

For services involving or relating to pollution, it is further agreed that the Client shall indemnify and hold harmless AACE and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct and indirect or consequential damages, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the performance of the work by AACE, or claims against AACE arising from the work of others. This indemnification provision extends to claims against AACE which arise out of, are related to, or are based upon, the disposal, discharge, escape, release or saturation of vapors, fumes, acids, alkalis, toxic chemicals, liquids, gases or any other material, irritant, contaminant or pollutant in or into the atmosphere or on, onto, upon, in or into the surface or subsurface. Client's obligation to indemnify is limited to \$1 million per occurrence, which Client agrees bears a reasonable commercial relationship to the Work undertaken by AACE. Client further agrees that these general conditions are a part of the Work's specifications or bid documents, if any.

8 - Sampling or Testing Location: Unless specifically stated to the contrary, the 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.

9 - Sample Handling and Retention : Generally test samples or specimens are consumed and/or substantially altered during the conduct of tests and AACE, 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, AACE will maintain preservable test samples and specimens or the residue therefrom for thirty (30) days after submission of AACE's report to Client free of storage charges. After the initial 30 days and upon written request, AACE 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), AACE 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 AACE is acting as a bailee and at no time does AACE assume title of said waste.

10 - 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. AACE 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. AACE and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for AACE to take immediate measures to protect health and safety. AACE agrees to notify Client as soon as practicable should unanticipated hazardous materials or suspected hazardous materials be encountered. Client encourages AACE to take any and all measures that, in AACE's professional opinion, are justified to preserve and protect the health and safety of AACE's personnel and the public. Client agrees to compensate AACE for the additional cost of working to protect employees' and the public's health and safety. In addition, Client waives any claim against AACE, and agrees to defend, indemnify and save AACE harmless from any claim or liability for injury or loss arising from AACE's discovery of unanticipated hazardous materials or suspected hazardous materials. Client also agrees to compensate AACE for any time spent and expenses incurred by AACE in defense of any such claim, with such compensation to be based upon AACE's prevailing fee schedule and expense reimbursement policy relative to recovery of direct project costs.

11 - Joint and Several Liability: The concept of joint and several liability is basically this: When two or more parties are considered responsible for causing injury or damage, any one of the parties may be made to provide compensation for as much as 100% of the damages assessed. When applied to hazardous materials projects, it is possible that the concept of joint and several liability could be construed to make AACE partly or wholly responsible for damages created directly or indirectly by the hazardous materials. Client agrees that it would be unfair for AACE to be exposed to such an action, because AACE had nothing whatsoever to do with the creation of the hazardous condition. Accordingly, Client waives any claim against AACE, and agrees to defend, indemnify and save AACE harmless from any claim or liability for injury or loss arising from application of a joint and several liability concept that would, in any manner, hold or seek to hold AACE responsible for creating a hazardous condition or permitting one to exist. Client also agrees to compensate AACE for any time spent and expenses incurred by AACE in defense of any such claim, with such compensation to be based upon AACE's prevailing fee schedule and expense reimbursement policy relative to recovery of direct project costs.

12 - 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 St. Lucie County, Florida. All causes of action arising out of AACE's Work shall be deemed to have accrued and the applicable statutes of limitation shall commence to run not later than either the date of substantial completion of the Work for acts or failures to act occurring prior to substantial completion, or the date of issuance of final payment for acts or failures to act occurring after substantial completion of the Work.

13 - Force Majeure: AACE shall not be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, acts of God, act or omission of subcontractors, carriers, client or other similar causes beyond its control.