

**ANDERSEN ANDRE CONSULTING ENGINEERS, INC.**

Geotechnical Engineering
Construction Materials Testing
Environmental Consulting

AACE Proposal No. P25-3124

April 7, 2025

Johnson, Mirmiran & Thompson, Inc.
3250 West Commercial Boulevard, Suite 360
Fort Lauderdale, FL 33309

Attention: Mr. Johan Aranda, P.E.

**PROPOSAL FOR SUBSURFACE SOIL EXPLORATION AND
GEOTECHNICAL ENGINEERING EVALUATION
32ND AVENUE IMPROVEMENTS
VERO BEACH, INDIAN RIVER COUNTY, FLORIDA**

Andersen Andre Consulting Engineers, Inc. (AACE) is pleased to present this proposal for preparing a subsurface exploration and geotechnical engineering evaluation for the above referenced project. The purpose of the exploration is to obtain general subsurface soil information so that recommendations can be provided for site preparation procedures, pavement design, and other geotechnical aspects of the project.

PROJECT UNDERSTANDING

Based on our review of the provided project-related information, we understand that it is proposed to improve currently unpaved sections of 32nd Avenue, 43rd Place and 44th Street in Vero Beach, Indian River County, Florida.

FIELD EXPLORATION PROGRAM

Based on our understanding of the project and our experience with subsurface conditions in the site vicinity, we propose to perform four (4) Standard Penetration Test (SPT) borings [ASTM D1586] to depths of about 15 feet and four (4) hand auger borings [ASTM D1452] to depths of about 5-7 feet below the existing ground surface. Further, four (4) Limerock Bearing Ratio (LBR) samples will be collected from the subject roadway segments.

General Comments

The proposed field work will be completed using a truck-mounted drill rig in addition to hand-carried equipment and support trucks. An AACE field engineer will oversee all drilling/field work operations.

AACE will take reasonable efforts to reduce damage to property, such as rutting of the ground surface. However, it should also be understood that in the normal course of our work some such disturbance could occur. We have not budgeted to restore the site beyond backfilling our boreholes with accumulated soil cuttings. If there are any restrictions or special requirements regarding this site or exploration, these should be known prior to commencing the field work.

Safety

AACE has a commitment to safety of all its employees. As such, and in accordance with our safety culture, we will prepare a “Pre-Task Plan” to identify the potential site safety and job hazards associated with the proposed scope of work. Prior to commencement, and during on-site activities, we will re-evaluate potential job hazards and appropriate safe working procedures. At this time, we anticipate that a United States Occupational Safety and Health Administration (OSHA) Level D work uniform consisting of hard hats, traffic vests, safety glasses, protective gloves, and steel-toed boots will be required by all personnel in the work area.

Underground Utility Location Services

Florida Statute 240, Section 556.101 through 556.111 established a state-wide service, whereby persons or companies who plan to excavate the earth may advise Sunshine 811 of the location, date and other operation particulars, to allow affected utility companies the opportunity to mark the location of their buried lines prior to excavation. The statute provides for fines and other sanctions to be imposed in the event that such notification is not given. To comply with this statute, representatives of AACE will notify Sunshine 811 of our proposed explorations. In addition, non-participating utility companies, as identified by us, will be notified of our proposed explorations. This service will require a lead time of between 2 and 5 business days, prior to the mobilization of exploration equipment, to comply with Sunshine 811 operation procedures.

LABORATORY TESTING PROGRAM

AACE’s project engineer will perform visual classification on the recovered samples and will coordinate a suitable laboratory testing program of select samples. Laboratory testing may include grain size, Atterberg limits, organic content, moisture content, etc. Further, four LBR tests will be performed.

ENGINEERING ANALYSIS & REPORT

AACE will perform engineering analysis of all data obtained to evaluate general subsurface conditions and to develop engineering recommendations to guide site preparation procedures, pavement design, and any other pertinent geotechnical engineering aspects of the project. Our recommendations will be presented in a written report (PDF/email) upon conclusion of the study, along with all data developed during the exploration and our laboratory testing.

SCHEDULE

Following written authorization to proceed, we can mobilize our crews and drilling equipment within 7 to 10 business days (allowing for the Sunshine 811 response). We preliminarily estimate that our field work will have a duration of 1 to 2 days. Our laboratory testing and report preparation will require an additional 5 to 7 business days to complete, however, verbal recommendations can be provided shortly after the completion of the field and laboratory exploration program.

COST ESTIMATE

Based on our knowledge of the project to-date, the attached summary of services and corresponding fees will be necessary to meet our goals. We expect that the total fee for our services will not exceed **\$6,585.00**. Should we encounter conditions on the site that warrant more investigative effort than anticipated, we will inform you immediately. AACE will not proceed with additional work without your approval. Charges will be made for the work actually performed using the unit fees given in the attached "Project Services and Fees".

TERMS & CONDITIONS

This proposal is subject to the following terms and conditions: (1) the site is accessible to our field crews and equipment, (2) we have right of entry onto the site, (3) the requested number of borings and the boring depths will be sufficient for our analysis, and (4) AACE will contact the Sunshine State One-Call-Center and coordinate the location of underground utilities through them. We cannot take responsibility for damages to underground structures and/or services which do not subscribe to Sunshine 811; their locations are to be provided by the client prior to commencement of the field work.

CLOSURE

We sincerely appreciate the opportunity to present this proposal. If the terms above are acceptable to you, please sign and return the attached Professional Services Agreement as an indication of your acceptance and authorization to proceed with the work. Please contact us if you should have any questions concerning this cost estimate.

Best regards,

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.



Peter G. Andersen, P.E.
Principal Engineer



David P. Andre, P.E.
Principal Engineer

Attachments: Project Services and Fees
Professional Services Agreement & General Conditions

Project Services and Fees

Our estimated geotechnical services and associated fees are itemized as follows:

1.	Initial Site Visit, Layout of Boring Locations and Sunshine 811 Coordination: Staff Engineer; 5 hours @ \$80.00/hour.	\$400.00
2.	Mobilization/Demobilization of Drilling Equipment.	\$400.00
3.	Standard Penetration Test borings (4 borings to 15 feet): 60 feet of borehole @ \$18.00/foot	\$1,080.00
4.	Hand Borings (4 borings to 5-7 feet): 28 feet of borehole @ \$10.00/foot	\$280.00
5.	Collection of LBR Samples: Engineering Technician; 5 hours @ \$65.00/hour	\$325.00
6.	Laboratory Testing Program: Visual Classification and Laboratory Test for Classification and Determination of Strength and Compressibility Characteristics. These May Include Natural Moisture Content, Organic Content, Grain-Size Analysis, Etc. Budget Allowance LBR Tests; 4 tests @ \$350.00/test	\$1,200.00 \$1,400.00
7.	Engineering Services & Report Preparation: Principal Engineer (P.E.): Senior Project Engineer (P.E.): Project Engineer (P.E.): Staff Engineer: CAD/Drafting: Clerical Services:	\$175.00/hour \$150.00/hour \$110.00/hour \$80.00/hour \$50.00/hour \$40.00/hour
	Estimate: . . .	\$1,500.00
	<i>Total</i>	<i>\$6,585.00</i>



ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

PROFESSIONAL SERVICES AGREEMENT

AACE Proposal No: P25-3124

Project Name: 32ND AVENUE IMPROVEMENTS

Client: Johnson, Mirmiran & Thompson, Inc.

Attention: Mr. Johan Aranda, P.E.

Address: 3250 West Commercial Boulevard, Suite 360

Fort Lauderdale, FL 33309

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

Complete Subsurface Soil Explorations and Geotechnical Engineering Consulting for the 32ND AVENUE IMPROVEMENTS project, as detailed herein.

Estimated Budget:

\$6,585.00

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:

By: _____

Name: _____

Title: _____

Date: _____

Billing Address: _____

Phone/Email: _____

Accepted for AACE:

By: _____

Name: Peter G. Andersen, P.E.

Title: Principal Engineer

Date: April 7, 2025

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.