

RESOLUTION NO. 2026-

A RESOLUTION OF THE VILLAGE OF PINECREST, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH BCC ENGINEERING, LLC FOR PROFESSIONAL ENGINEERING SERVICES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Manager wishes to enter into a contract with *BCC Engineering, LLC* for professional engineering services for the conversion of Bridge No. 874527;

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF PINECREST, FLORIDA, AS FOLLOWS:

Section 1. That the Village Council hereby authorizes the Village Manager, to enter into an agreement with BCC Engineering, LLC. for professional engineering services for the bridge conversion of Bridge No. 874527.

Section 2. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 10th day of March, 2026.

Joseph M. Corradino, Mayor

Attest:

Priscilla Torres, MMC
Village Clerk

Approved as to Form and Legal Sufficiency:

Mitchell Bierman
Village Attorney

Consent Agenda



PINECREST
MEMORANDUM

Public Works Department

DATE: February 27th, 2026

TO: Yocelyn Galiano, ICMA-CM, LEED GA

FROM: David J. Mendez, P.E., Public Works Director

RE: BCC Engineering Utility/ Pedestrian Bridge Conversion

Attached for your consideration, please find a proposal for professional engineering services associated with the Bridge No. 874527 structural analysis for utilizing the utility strip section of the bridge for a pedestrian walkway. The subject consultant is one of several firms that have been added via piggyback contracts.

I hereby respectfully recommend the Village Council adopt the attached resolution authorizing the Village Manager to execute an agreement for engineering services.



January 26, 2026

David Mendez, P.E.
Public Works Director
Village of Pinecrest
10800 Red Road
Pinecrest, FL 33156

Re: **Rev: VILLAGE OF PINECREST – BRIDGE NO. 874527 – PEDESTRIAN PATHWAY CONVERSION**
Via email: dmendez@pinecrest-fl.gov

Mr. Mendez,

BCC Engineering, LLC ("BCC") is pleased to present this proposal for professional engineering services associated with the **Bridge No. 874527** structural analysis for utilizing the utility strip section of the bridge for a pedestrian walkway.

PROFESSIONAL SERVICES

This Work Order between Village of Pinecrest, a Florida municipal corporation ("VILLAGE"), and BCC Engineering, LLC, authorized to transact business in Florida ("CONSULTANT"), is pursuant to the Professional Services Agreement (PSA).

PROJECT DESCRIPTION

As part of this Work Order, the CONSULTANT will support the VILLAGE with professional services in the form of Structural Engineering Services for the structural analysis of Bridge No. 874527 SW 67th Ave over C-2 Canal.

This proposal defines the scope of work, schedule, compensation, and scope of work exclusions for the professional engineering services associated with this project.

SCOPE OF SERVICES

CONSULTANT will provide engineering services to the VILLAGE to gather the necessary data to conduct the structural analysis for Bridge 874527.

Meetings and Coordination

Task 1.0 – Data Collection / Meetings & Coordination

BCC will prepare for and attend team meetings as necessary. Representation at recurring team meetings will be vested in the project manager, with the inclusion of team experts as deemed essential for specific disciplines.

In addition, BCC will initiate the coordination, preparation, and attendance of meetings with Government Agencies, inclusive of project orientation meetings and consultations with Federal, State and County Agencies as required for the submission of final permits related to BCC's services.

BCC will provide support to the VILLAGE in coordinating project activities during the initial phase with the designated consultants. BCC will facilitate effective communication channels, schedule meetings, and foster collaboration among all stakeholders involved.

Task 1.1 – Survey and Utility Locate Services – (Subconsultant)

BCC will retain GPI Geospatial, Inc to perform the required survey and utility locate information to support the new pedestrian path on existing Bridge No. 874527. A 3D topographic survey of the upper and lower deck of the bridge will be performed. GPI's detailed scope of work is included in **Exhibit 'B'**.

Note: *Geotechnical Services are not included in this proposal and will be included during the Construction Phase of the project.*

Structural Engineering Services

BCC Basic Structural Services includes the analysis of the existing bridge (Bridge No. 874527) to provide a new pedestrian pathway on the west side of the existing bridge. The utility strip section of the bridge is connected to the existing bridge via the substructure. Existing superstructure and substructure will be analyzed for the pedestrian loading. Existing utility grate will be removed and replaced with a pedestrian graded grate. Existing foundations will also be analyzed for the pedestrian loading. New approaches will also be developed for the pedestrian pathway. Limited construction administration (response to Request for Information [RFI]) for the structure described is also included. We will provide Structural Calculations and Construction Documents sufficient for permits.

Task 2 – Structural Construction Documents

BCC will prepare the Construction Documents for the above-mentioned Basic Structural Services for the CLIENT and the regulatory permit agencies governing the project.

Task 3 – Limited Structural Permitting Assistance

As part of the services, BCC will provide limited permitting assistance with the above-mentioned Basic Structural Services for the construction documents developed by BCC.

Civil Engineering Services

Task 4 – Civil Design

As part of the services, BCC will prepare a signing and pavement marking plan for the project that meets the requirements of the regulatory agencies. This plan will include standard details and notes.

Task 5 – Civil Permitting

As part of this task, BCC will prepare a Permit Package based on the Designs Plans prepared under Task 2. The Permit Package will include the Structural Construction Documents and signed the permit agencies application

BCC staff will attend permit coordination meetings and prepare permit applications, including required attachments such as reports and signed and sealed drawings, to obtain permits from the following agencies:

- South Florida Water Management District (SFWMD)

Construction Engineering Services

Construction Services, if requested by the Village, will be negotiated under a separate scope and fee at a later date. These future services will include the geotechnical investigations required to confirm that the existing foundations can adequately support the anticipated loads, along with any additional construction-phase engineering support that may be required. No obligation to provide these services is implied or included within the current contract.

The design developed under this agreement will rely on preliminary assumptions regarding the capacity of the existing foundations to support the proposed loading. A final geotechnical investigation will be performed prior to the start of construction as part of the future negotiated Construction Services scope. The purpose of this geotechnical work will be to verify the suitability and capacity of the existing

foundations. Following completion of this geotechnical investigation, the final foundation and loading assumptions will be validated, and any necessary adjustments resulting from this verification will be addressed under a separately negotiated scope and fee.

EXCLUSIONS

The following items are exclusions from our Basic Services (Scope of Services):

1. More than two (2) responses and reviews for department comments at no fault of BCC.
2. More than one (1) shop drawing reviews per submittal. We anticipate one(1) total submittal.
3. Site visits during construction. If required and authorized, site visits during construction will be \$130/hour.
4. Structural specifications.
5. Delegated structural items such as curtain wall systems, pre-cast concrete, open web steel joist, structural steel studs, and aluminum elements. We will provide structural design performance criteria and conformance review.
6. Any Geotechnical Services (e.g. SPT, Sample borings, subsurface soil and groundwater information, Wind studies, vibration studies, pile integrity & Non-Destructive Testing (NDT), PST Testing and site-specific seismic analysis or testing.
7. Estimates of probable construction cost.
8. Site structures such as retaining walls, stairs, sidewalks, flagpoles, light poles, etc.
9. The design and detailing of non-structural elements, cladding, ceiling framing, architectural systems, architectural features and decorations, and non-bearing partitions.
10. Any Civil Engineering Design Services (e.g. Paving, Grading, Water and Sewer Utility, etc.)
11. Any construction or environmental permitting services (e.g., building, wetlands, trees, marina, etc.)
12. Any services normally provided by an environmental engineer (e.g., Water quality modeling, Contamination, or environmental assessments, etc.)
13. Any services normally provided by a plumbing engineer (e.g., grease trap design or sand/oil interceptor design, etc.)
14. Any services normally provided by an electrical engineer (e.g., site lighting, electrical services, etc.)
15. Any services normally provided by Outreach Consultant (e.g., Prepare a public outreach program, attend public workshops, or commission meeting, advertise and administer bid and contract award, etc.)
16. Any construction Permits (i.e., FDEP 404 or NPDES permits, Consumptive Use or dewatering permits, reproduce, etc.)
17. Franchise Utility relocation design Services
18. Any other services not specifically included in the Scope of Services.

SCHEDULE

The schedule for delivering the services described in this proposal is presented below for all Tasks.

DELIVERABLES SCHEDULE		
Task #	Task Description	Estimated Duration per Task
1	Data Collection / Meetings & Coordination	Project Duration
	1.1 Survey	2 Weeks
2	Structural Construction Documents	3 months
3	Limited Permitting Assistance	1 month
4	Civil Design	3 months
5	Civil Permitting	6 Months

COMPENSATION

BCC will perform all services described in Tasks 1 – 5 of the Scope of Services on a lump sum basis for a total of **\$138,251.99**. **Exhibit 'A'** includes a detailed man-hour estimate for work outlined in the Scope of Work.

COMPENSATION SCHEDULE			
Task #	Task Description	Fee	LS/TM
1	Data Collection / Meetings & Coordination	\$ 11,740.00	LS
	1.1 Survey (Subconsultant)	\$ 26,210.74	LS
	Survey (Soft Digs) (Subconsultant)	4,144.25	LS
2	Structural Construction Documents (including Post Design)	\$ 72,749.60	LS
3	Limited Permitting Assistance	\$ 7,560.00	LS
4	Civil Design	\$ 6,100.00	LS
5	Civil Permitting	9,976.00	LS
Total		\$ 138,251.99	

BCC will submit monthly invoices to the VILLAGE for the percentage of work completed during each month for the lump sum tasks and hours spent each month for the time and material tasks.

We look forward to assisting the VILLAGE on this important project assignment. If you have any questions or need additional information, please do not hesitate to contact me at (305) 670-2350.

Sincerely

BCC ENGINEERING, LLC.



Carlos Morales
 Civil Division Manager

Attachment: *Exhibit A – Fee Estimate*
Exhibit B – GPI Geospatial Proposal

Exhibit A – Fee Estimate

PROPOSAL FEES SCHEDULE

Project Name:		Village of Pinecrest - C-2						TOTAL HOURS	TOTAL FEE
Proposal Date:		January 26, 2026 - Revised							
Task No.	Description	Contract Manager / Principal	Project Manager	Senior Project Engineer	Project Engineer	Engineer Intern	CADD / Computer Technician		
		\$205.00	\$190.00	\$175.00	\$127.00	\$69.00	\$78.00		
1	Data Collection / Meetings & Coordination	8	16	16	24	4	12	80	\$ 11,740.00
1.1	Topographical Survey								\$ 30,354.99
2	Structural Construction Documents		62	154	92	185	123	616	\$ 72,773.00
3	Limited Structural Permitting Assistance		8	20	20			48	\$ 7,560.00
4	Civil Design		4	16	20			40	\$ 6,100.00
5	Civil Permitting		4	28	32			64	\$ 9,724.00
Total Hours		8	94	234	188	189	135	848	
Total Fee		\$ 1,640.00	\$ 17,860.00	\$ 40,950.00	\$ 23,876.00	\$ 13,041.00	\$ 10,530.00		\$ 138,251.99

Exhibit B – GPI Geospatial Proposal



**Topographic Survey for Bridge No. 874527.
Village of Pinecrest, Miami-Dade County, FL.**

for BCC Engineering, Inc.
5/29/2025

Submitted by:
GPI Geospatial, Inc.
Frank Paruas, PSM
Fparuas@gpinet.com
305-290-4997
www.gpinet.com/geospatial

Joan De La Rosa, PE

Structures Division Manager

BCC Engineering, Inc.

6401 SW 87th Avenue, Suite 200, Miami, FL 33173

t. 305.670.2350 | www.bcceng.com

Subject: Topographic Survey for Village of Pinecrest - Bridge No. 874527

GPI Geospatial, Inc. Proposal No. 2500257.00

GPI Geospatial, Inc., (GPI Geospatial) greatly appreciates this opportunity to provide **BCC Engineering, Inc. (BCC)**, hereafter referred to as the Client, with our proposal to perform professional geospatial services as requested. The following proposal is based on our understanding of the scope of work.

PROJECT DESCRIPTION

GPI will perform a 3D Topographic Survey for upper and lower deck of the existing bridge No. 874527 in the Village of Pinecrest. The 3D Survey will be used by BCC for the design of pedestrian loading.

The 3D survey will include performing Canal Survey at 50' interval, starting on each side of the bridge for a total of 150 LF up and downstream.

All geospatial tasks will be performed in accordance with the current Standards of Practice for Surveying and Mapping in Florida.

PROJECT LIMITS

The project limits for this site can be found below:



SCOPE OF SERVICES

For Horizontal and Vertical Control Elements

1. List horizontal and vertical datum to be used
 - a. Set Horizontal Control, State Plane Coordinates (**NAD83/2011**) Florida East Zone, US Survey Feet
 - b. Set Vertical Control, North American Vertical Datum of 1988 (**NAVD 88**), US Survey Feet
2. Right of Way Survey
 - a. GPI will establish the right of way line of SW 67th Ave (Ludlam Road) and the Snapper Creek Canal.
3. Design / Topographic Survey
 - a. GPI will locate all the above ground improvements with the project limits, including but not limited to the following.
 - i. Above ground physical improvements (roads & driveways (with material type asphalt or concrete), curbing, sidewalks, fences, gates, signs, etc.)
 - ii. Topo shots (25' spacing)
 - iii. Trees (minimum size at DBH)
 - iv. Above ground utilities, (utility poles, water valves, etc.) and evidence of underground utilities (power drops, utility pedestals, transformers, etc.)
 - v. Overhead utility lines (horizontal or horizontal and vertical)
 - vi. Above ground evidence of Underground Utilities:
 - vii. No drainage/sewer structures were observed while performing field walk, If structures are found while performing the field work, GPI will open the structures and provide invert elevations, pipe size and material, and flow direction.
 - viii. Canal sounds will be performed at 50 feet intervals for up to 150 LF on each direction (up/downstream)
 - ix. GPI will show the exiting columns under the bridge and the location of the most exterior beams.
 - x. GPI will designate (Quality Level B) all the underground utilities near the bridge. GPI will perform the necessary survey top collect the designated lines and merge into the project database. Approximate limits of the Quality Level B investigation are shown below.



- xi. OPTIONAL SERVICES: GPI will perform up to five(5) soft digs to expose the underground utility lies in conflict with the proposed improvements. Conflicts to be determined by BCC. GP will prepare a table with the verified utilities (soft digs) and prepare a report for each the test holes performed.

ADDITIONAL INFORMATION

- 1. Services to be performed one time only.

DELIVERABLES

- 1. One external drive or digital transfer containing:
 - a. Electronic survey file in AutoCAD Civil 3D 2019 format and PDFs of Map of Topographic Survey.
 - b. AutoCAD Civil 3D .XML file for existing ground surface and survey baseline and the complete
 - c. Complete ASCII file of all coordinate data in a comma delimited format.
- 2. Five copies of the Map of Topographic Survey. survey maps signed and sealed by a licensed Professional Surveyor and Mapper of the State of Florida.

SCHEDULE

Completion is estimated at 2 weeks after receiving Purchase Order or written Notice to Proceed, barring unforeseen conditions, issues beyond our control or inclement weather.

Based upon the above services and the following Terms and Conditions, our fee for these Services shall be as follows:

LUMP SUM FEES

CLASSIFICATIONS	RATES	UNITS		RATES
Three Person Survey Crew	\$ 2,213.26	7	Days	\$ 15,492.82
Three Person Designation Crew	\$ 2,213.26	1	Days	\$ 2,213.26
Principal	\$ 306.00	2	Hours	\$ 612.00
Surveyor/Project Manager 3	\$ 249.64	6	Hours	\$ 1,497.86
Survey/Cad Office Analyst 3	\$ 124.82	20	Hours	\$ 2,496.44
Survey/Cad Office Analyst 1	\$ 86.63	45	Hours	\$ 3,898.36
Total for Surveying and Mapping Services				\$ 26,210.74

As optional services.

Soft Digs Unit Price (Optional Services)				
Soft Dig Crew	\$ 650.00	5	Each	\$ 3,250.00
Surveyor/Project Manager 3	\$ 249.64	1	Hours	\$ 249.64
Survey/Cad Office Analyst 3	\$ 124.82	1	Hours	\$ 124.82
Survey/Cad Office Analyst 1	\$ 86.63	6	Hours	\$ 519.78
Total for Soft Digs				\$ 4,144.25

Notes:

2. *Items not included in the fees such as permitting, site access costs, etc. shall be billed separately.*

This proposal can be individually modified to meet your requirements, upon request.

CONTRACT TERMS AND CONDITIONS

Time for Acceptance

This agreement is void if not signed and returned to GPI Geospatial, Inc. within 90 days of the date of the agreement.

Time for Rendering Services

GPI Geospatial, Inc. will perform the services described in these documents ("the Services") following a mutually agreeable schedule consistent with usual and customary practices. GPI Geospatial, Inc. agrees to use reasonable efforts to commence the Services on the date specific in the Agreement or contained in the agreed upon schedule, and shall proceed with reasonable diligence to complete the Services. Should GPI be delayed in the completion of the Services due to causes beyond GPI Geospatial, Inc.'s control or other excused delays, then GPI Geospatial, Inc. shall be awarded additional time to perform such Services and the price stated in the Agreement shall be equitably adjusted for any additional costs incurred by GPI Geospatial, Inc. due to such delay.

Information Provided

Before GPI Geospatial, Inc. commences the Services, the Client shall provide GPI Geospatial, Inc., in writing all necessary information to permit its proper performance of the Services. GPI Geospatial, Inc. shall be under no duty or obligation to verify the completeness or accuracy of the information provided by the Client and shall be entitled to fully rely thereon. GPI Geospatial, Inc. shall have no obligation to perform any Services until all necessary information has been provided in writing by the Client. GPI Geospatial, Inc. shall not be responsible for any locations, dimensions, depths, elevations, or a similar metric which are provided by the Client in error.

Additional Services

Services not expressly included in these documents are defined as additional services, and will not be performed until approved and authorized in writing by the Client. If the fee set forth in the proposal is for a Lump Sum, then Additional Services shall be provided on an hourly basis, invoiced at GPI Geospatial, Inc.'s prevailing hourly rates, which are set forth in Exhibit B to the Proposal, "GPI Geospatial, Inc. Prevailing Hourly Rates" which is incorporated here and will be invoiced separately.

Change Orders

If Client wishes to change the scope of performance of the Services, Client must submit written details of the requested change to GPI Geospatial, Inc. GPI Geospatial, Inc. shall, within a reasonable amount of time after such request, provide a written estimate to Client of (a) the likely time required to implement the change; (b) any necessary variations to the fees and other charges for the Services arising from the change; and (c) any other impact the change might have on the Agreement. Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change (a "Change Order"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing.

Hourly Rate Schedule (Not applicable to Lump Sum Fees)

Services provided on an hourly basis will be invoiced at GPI Geospatial, Inc.'s prevailing hourly rates. Prevailing hourly rate changes occurring during the contract period will be applicable as of the effective date of rate change. Hourly rates are subject to change the first of January and July.

Payment for Services

Services will be invoiced monthly based on work accomplished. Payment for Services rendered is due upon receipt of GPI Geospatial, Inc.'s invoice. Invoice payments not received within 30 days from the date of the invoice are past due and subject to a service charge equal to 1.5% per month (18% per annum). If payment is not received within 60 days of invoice, GPI Geospatial, Inc. has the unilateral right to discontinue work on the project and terminate this Agreement with no legal recourse by the Client. The Client will be liable for all costs of collection, including, but not limited to, court costs, filing fees, service fees, reasonable attorneys' fees, and staff time at our prevailing hourly rates should a default in payment occur.

Reimbursable Expenses

Reimbursable expenses will be billed to the Client, in addition to the fee, at the rate of 1.1 times actual expenditures. Reimbursable expenses include the cost of travel, reproductions, deliveries, postage, photographs, and handling of drawings, specifications, reports, or other project related material.

Permits and Licenses

Client shall timely, so as to not delay the Services, secure and pay for all easements, permits and licenses required by law, and shall give all notices required thereunder.

Standard of Practice and Care

Services performed by GPI Geospatial, Inc. will be consistent with the level of care and skill ordinarily exercised by members of this profession currently practicing in the same locality and under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement or any report, opinion, document or otherwise.

Site Access

Client will provide the necessary access and right of entry for GPI Geospatial, Inc. to enter and inspect all locations of the Project Site and to all offsite locations as necessary in order to allow GPI Geospatial, Inc. to perform its Services. GPI Geospatial, Inc. is not obligated to provide scaffolding or personnel hoists in order to perform the Services.

Limitation of Liability

NEITHER PARTY WILL BE LIABLE TO EACH OTHER FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, LIQUIDATED, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR THE SERVICES PERFORMED HEREUNDER. IN NO EVENT SHALL GPI GEOSPATIAL, INC.'S AGGREGATE LIABILITY TO CLIENT EXCEED THE AMOUNT OF AVAILABLE INSURANCE OR GPI GEOSPATIAL, INC.'S FEES TO THE SERVICES PERFORMED HEREUNDER, WHICHEVER IS LESS.

Field Observation Services

Field observation services performed by GPI Geospatial, Inc. pursuant to this contract, whether performed prior to, during, or after completion of construction, are performed solely for the purpose of determining general conformity of work with the contract plans and specifications. Nothing contained herein shall create or be deemed to create any duty or authority upon GPI Geospatial, Inc. or its employees to direct, supervise, or control the work (including safety procedures), of other contractors, subcontractors, consultants or their respective employees or by any other person at the project site (collectively "Client's Contractors"). The Services do not include any form of guarantee or insurance with respect to the performance of Client's Contractors. GPI Geospatial, Inc. does not assume responsibility for the means, methods, sequences, and techniques employed by the Client's Contractors in their work. GPI Geospatial, Inc. is only responsible for the health and safety of its own employees.

Ownership of Documents

All documents created, prepared, or furnished by GPI Geospatial, Inc. pursuant to the Agreement, including plans, drawings, specifications, construction documents, displays, graphic art, photographs, and other images and devices of any medium, including electronic data (including but not limited to LiDAR) or files (collectively "Design Materials"), are instruments of GPI Geospatial, Inc., and GPI Geospatial, Inc. shall retain an ownership and property interest therein, including copyrights. Upon payment in accordance with the Agreement, GPI Geospatial, Inc. grants Client a perpetual, non-exclusive, royalty-free license to use the Design Materials for the sole purpose of use at the Project. Reuse or modification of any such documents by Owner, without GPI Geospatial, Inc.'s express written consent, shall be at Client's own risk, and Client agrees to defend, indemnify and hold GPI Geospatial, Inc. harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse or modification by Client or by others acting through Client. Client agrees that it shall not use the Design Materials or the name of GPI Geospatial, Inc. or its insignia or seal in any manner without GPI Geospatial, Inc.'s express written consent.

Project Suspension or Termination

If the project is suspended for more than 90 days, abandoned in part or terminated, the Client will pay GPI Geospatial, Inc. for services performed and reimbursable expenses incurred up to and including the effective date of such suspension, abandonment or termination, and all termination expenses. The contract fee will require renegotiations should the project be restarted.

Severability

If any of the provisions herein shall be invalid or unenforceable under applicable law, such invalidity or unenforceability shall not invalidate or render these Terms and Conditions unenforceable, which shall be construed as if not containing the particular invalid or unenforceable provision, provided that the intent of the parties can be achieved in all material respects.

Governing Law

This Agreement shall be construed and governed in accordance with the laws in the state in which the Project is located.

Merger and Counterparts

This Agreement may be executed in counterparts and exchanged by facsimile, email or pdf, each of which shall be deemed an original and all of which, when taken together, constitute one and the same documents. This Agreement contains the complete, full and exclusive understanding of the parties and shall supersede any prior agreement between the parties.

Claims and Disputes

Owner and Consultant shall endeavor to resolve claims, disputes and other matters in question between them in good faith and an efficient business-like manner. The Consultant shall continue providing Services during such time as the dispute exists, provided that Owner continues to pay all amounts that are not in dispute and such dispute does not continue in excess of ninety (90) consecutive days.

If the parties do not resolve a dispute through good faith negotiations, the Parties shall first endeavor to resolve the dispute by mediation, which shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.

If the Parties are unable to resolve the matter following mediation, then the method of binding dispute resolution shall be as follows: (Check the appropriate box.)

[] ARBITRATION – EITHER PARTY MAY SUBMIT ANY UNRESOLVED CLAIM OR DISPUTE TO BINDING ARBITRATION IN ACCORDANCE WITH THE CONSTRUCTION INDUSTRY ARBITRATION RULES OF AAA, AND SHALL BE CONDUCTED BY A SINGLE ARBITRATOR MUTUALLY ACCEPTABLE TO BOTH PARTIES. IF THE PARTIES CANNOT AGREE ON THE ARBITRATOR, THEN THE ARBITRATOR SHALL BE SELECTED BY THE PRESIDENT OF THE AMERICAN ARBITRATION ASSOCIATION. ARBITRATION SHALL BE HELD AND CONDUCTED IN THE STATE WHERE THE PROJECT IS LOCATED, UNLESS THE PARTIES AGREE OTHERWISE. THE FILING FEE AND ARBITRATOR'S FEES SHALL BE SHARED EQUALLY BY THE PARTIES.

[] LITIGATION – ANY CLAIM OR DISPUTE ARISING HEREUNDER SHALL BE COMMENCED IN A COURT OF COMPETENT JURISDICTION LOCATED IN STATE WHERE THE PROJECT IS LOCATED. THIS AGREEMENT SHALL BE INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE THE PROJECT IS LOCATED.

[] OTHER: (SPECIFY)

Insurance

GPI Geospatial, Inc. will maintain the following insurance for the duration of the project:

22.1 Commercial General Liability – Bodily Injury/Property Damage - \$2,000,000 each occurrence and \$4,000,000 in the aggregate.

22.2 Worker's Compensation – as per Statute. Premiums for additional insurance coverage required for work on or over the water will be charged to the project and are subject to reimbursement.

22.3 Automobile Liability – in the amount of \$1,000,000 each accident covering owned, non-owned, and hired vehicles.

22.4 Excess/Umbrella – in the amount of \$5,000,000.

22.5 Professional Liability – in the amount of \$1,000,000 each claim/ \$2,000,000 in the aggregate.

22.6 GPI Geospatial, Inc. will furnish to Client Certificates of Insurance upon request naming Client as an additional insured on the General Liability policy.

22.7 Aircraft Liability – in the amount of \$10,000,000.

If Client requires limits greater than provided herein above, such additional limits may be offered, if commercially available, at Client's sole cost and expense.

Contractor's Responsibilities

GPI Geospatial, Inc. has no control over, charge of, or responsibility for construction. Client shall retain a qualified contractor, licensed in the jurisdiction of the project ("Contractor"), to implement the construction of the project ("Work"). The Contractor shall coordinate, supervise and direct all aspects of the Work and shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, safety, and security. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless Client, GPI Geospatial, Inc., GPI Geospatial, Inc.'s subconsultants, and their respective directors, officers, employees and agents or any of them from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or in connection with the Contractor's Work. Contractor shall provide insurance and shall name Client, GPI Geospatial, Inc. and GPI Geospatial, Inc.'s subconsultants as additional insured on Contractor's Commercial General Liability Insurance policies.

Indemnification

24.1 GPI Geospatial, Inc., subject to the limitation in Section 12 herein, agrees to hold the Client harmless from and against all claims arising out of the negligent professional acts, errors, and omissions of GPI Geospatial, Inc. in connection with the performance of the Services described in this Agreement.

24.2 GPI Geospatial, Inc. shall not be responsible for the acts or omissions of the Client, Contractor or any third parties in connection with or arising out of the project. Client hereby holds harmless and indemnifies GPI Geospatial, Inc. against all claims, damages, costs, suits, expenses, and attorney's fees which may be incurred by GPI Geospatial, Inc. which arise out of the foregoing. Expenses shall include, but not be limited to time charges by GPI Geospatial, Inc.'s employees at GPI Geospatial, Inc.'s then standard hourly fees.

24.3 Client shall make no claim for professional negligent acts, errors, omissions and/or alleged breach of contract either directly or in a third party claim, against GPI Geospatial, Inc. unless the Client has first provided GPI Geospatial, Inc. with a written certification executed by an independent design professional practicing in the same discipline as GPI Geospatial, Inc. and licensed in the state in which the project for which GPI Geospatial, Inc.'s services were rendered is located. This certification shall: a) identify the name and license of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for certifier's opinion that each such act or omission constitutes a violation. This certificate shall be provided to GPI Geospatial, Inc. not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any legal proceeding.

Force Majeure

If the performance of Services by Consultant is affected by causes beyond its reasonable control, force majeure shall result. Force Majeure includes acts of God, acts of a legislative, administrative, or judicial entity, governmental order, war, fires, floods, labor disputes, pandemic, COVID-19 and unusually severe or unanticipated weather which prevent Consultant from performing the Services hereunder ("Force Majeure"). Should a Force Majeure event occur, Consultant shall receive day-for-day Schedule relief based on the

number of days the Force Majeure prevents Consultant from performing the Services. Consultant shall not be liable for failure to comply with any Force Majeure event.

We trust this agreement meets with your approval. This offer shall remain valid for 90 days. Please indicate your acceptance by signing below and returning a copy of this Agreement. GPI Geospatial will return a fully executed copy for your records. Work will proceed only after the receipt of the signed agreement. Through its signature, the Client declares that it understands and agrees to the enclosed Terms and Conditions and has had an opportunity to discuss with GPI Geospatial any details that are unclear.

For purposes of this Agreement only, electronic signatures shall be considered an original signature and shall have the same force and effect as an original signature.

Very truly yours,

GPI Geospatial, Inc.

Frank Paruas, PSM
Survey Regional Manager
5/29/2025

**Frank
Paruas**

Digitally signed
by Frank Paruas
Date: 2025.05.29
12:13:33 -04'00'