

IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT IN AND FOR MIAMI-
DADE COUNTY, FLORIDA

COMPLEX BUSINESS DIVISION
CASE NO. 2021-015089-CA-01
Section CA: 43 Judge Michael Hanzman

IN RE:

CHAMPLAIN TOWERS SOUTH
COLLAPSE LITIGATION

**NV5'S ANSWER AND AFFIRMATIVE DEFENSES TO PLAINTIFFS'
CONSOLIDATED THIRD AMENDED CLASS ACTION COMPLAINT, CROSSCLAIM,
AND DEMAND FOR JURY TRIAL**

NV5 Inc. ("NV5") pursuant to Rules 1.110 and 1.140 of the Florida Rules of Civil Procedure and other applicable law, files its answer and affirmative defenses to Plaintiffs' Second Amended Class Action Complaint by denying each and every allegation not specifically admitted below and states:

INTRODUCTION

1. Admitted that on June 24, 2021, Champlain Towers South condominium building in Surfside, Florida ("CTS") partially collapsed and that the remaining structure was demolished ten days later. Regarding the remaining allegations, without knowledge, therefore denied.

2. As to all Defendants except for the Champlain Towers South Condominium Association, Inc. (the "Association"), denied. Regarding the Association, admitted.

3. Regarding whether CTS was an older building in need of routine repairs and maintenance, without knowledge, therefore denied. Regarding the remaining allegations, denied.

COLE, SCOTT & KISSANE, P.A.

COLE, SCOTT & KISSANE BUILDING - 9150 SOUTH DADELAND BOULEVARD - SUITE 1400 - P.O. BOX 569015 - MIAMI, FLORIDA 33256 - (305) 350-5300 - (305) 373-2294 FAX

4. Without knowledge, therefore denied.

5. Admitted that when it came time for CTS to undergo repairs in connection with its building recertification, the Association failed to fulfill its responsibility to timely levy the necessary assessment and carry out the needed repairs. Admitted that the collapse was entirely preventable. Admitted that the negligence and gross negligence of the Association caused the collapse. Regarding whether the negligence and gross negligence of other Defendants caused the collapse, denied. Regarding the remaining allegations, without knowledge, therefore denied.

PARTIES

6. Admitted for purposes of jurisdiction only. Regarding the remaining allegations, without knowledge, therefore denied.

7. Admitted for purposes of jurisdiction only.

8. Without knowledge, therefore denied.

9. Without knowledge, therefore denied.

10. Without knowledge, therefore denied.

11. Without knowledge, therefore denied.

12. Without knowledge, therefore denied.

13. Without knowledge, therefore denied.

14. Without knowledge, therefore denied.

15. Without knowledge, therefore denied.

16. Without knowledge, therefore denied. NV5 denies any liability.

17. Without knowledge, therefore denied.

18. Admitted for purposes of jurisdiction only. NV5 states that its agreements for services with the developer of the construction project known as “Eighty-Seven Park” located at 8701 Collins Avenue, Miami Beach, Florida (“Eight-Seven Park”) speak for themselves; therefore, any allegation contradicting those agreements are denied.

19. Without knowledge, therefore denied.

20. Without knowledge, therefore denied.

21. Without knowledge, therefore denied.

22. Without knowledge, therefore denied.

23. Without knowledge, therefore denied.

24. Admitted that Geosonics was hired, retained, and/or otherwise responsible for vibration monitoring services on the Eighty-Seven Park project, located at 8701 Collins Avenue, Miami Beach, Florida. Regarding the remaining allegations, without knowledge, therefore denied.

25. Without knowledge, therefore denied.

26. Without knowledge, therefore denied.

JURISDICTION AND VENUE

27. Admitted for purposes of jurisdiction only. NV5 denies any liability.

28. Admitted for purposes of jurisdiction only.

29. Admitted for purposes of venue only.

GENERAL ALLEGATIONS

30. Admitted.

31. Admitted that on June 24, 2021, CTS partially collapsed and that the remaining structure was demolished ten days later. Regarding the remaining allegations, without knowledge, therefore denied.

32. Without knowledge, therefore denied.

33. Without knowledge, therefore denied.

34. Admitted that the Association caused the collapse. Regarding the other defendants, denied.

35. Without knowledge, therefore denied.

36. Without knowledge, therefore denied.

37. Without knowledge, therefore denied.

38. Without knowledge, therefore denied.

39. Regarding NV5 building or maintaining anything during the Eighty-Seven Park project or after denied. Regarding the remaining allegations, denied.

40. NV5 states that the original architectural plans for the parking garage speak for themselves, and NV5 denies any allegations that contradict them.

41. Without knowledge, therefore denied.

42. Without knowledge, therefore denied.

43. Regarding construction at Eighty-Seven Park damaging key structural elements of CTS, denied. Regarding the remaining allegations, without knowledge, therefore denied.

44. Without knowledge, therefore denied.

45. Without knowledge, therefore denied.

46. Without knowledge, therefore denied.

47. Without knowledge, therefore denied.

48. Without knowledge, therefore denied.

49. Without knowledge, therefore denied.

50. Without knowledge, therefore denied.

51. Denied.

52. Denied.

53. Admitted that Eighty-Seven Park is an 18-story luxury condominium building located at 8701 Collins Avenue in Miami Beach, Florida, that was constructed between 2015 and 2020. Denied that it is “sprawling.”

54. Admitted that Eighty-Seven Park and CTS border the municipal dividing line between Surfside, where CTS was located, and Miami Beach, where Eighty-Seven Park is located. Regarding the remaining allegations, denied.

55. Without knowledge, therefore denied.

56. Without knowledge, therefore denied.

57. Without knowledge, therefore denied.

58. Without knowledge, therefore denied.

59. Without knowledge, therefore denied.

60. Without knowledge, therefore denied.

61. Without knowledge, therefore denied.

62. Without knowledge, therefore denied.

63. Without knowledge, therefore denied.

64. Without knowledge, therefore denied.

65. Without knowledge, therefore denied.

66. Without knowledge, therefore denied.

67. Without knowledge, therefore denied.

68. Without knowledge, therefore denied.

69. Without knowledge, therefore denied.

70. Without knowledge, therefore denied.

71. Without knowledge, therefore denied.

72. Without knowledge, therefore denied.

73. NV5 states that the applicable building codes speak for themselves and denies any allegation that contradicts them.

74. NV5 states that the applicable building codes speak for themselves and denies any allegation that contradicts them.

75. NV5 states that the applicable building codes speak for themselves and denies any allegation that contradicts them.

76. Admitted that, in 2015, 8701 Collins Development, LLC, retained NV5 to perform a geotechnical study and prepare a report (the "NV5 Report"). NV5 states that the applicable building codes speak for themselves and denies any allegation that contradicts them.

77. NV5 states that the NV5 Report speaks for itself and denies any allegation that contradicts it.

78. NV5 states that the NV5 Report speaks for itself and denies any allegation that contradicts it.

79. NV5 states that the NV5 Report speaks for itself and denies any allegation that contradicts it.

80. NV5 states that the NV5 Report speaks for itself and denies any allegation that contradicts it. Regarding the remaining allegations, without knowledge, therefore denied.

81. NV5 states that the NV5 Report speaks for itself and denies any allegation that contradicts it.

82. NV5 states that the NV5 Report speaks for itself and denies any allegation that contradicts it.

83. NV5 states that the NV5 Report speaks for itself and denies any allegation that contradicts it.

84. NV5 states that the Code of Federal Regulations speak for themselves and denies any allegation that contradicts them.

85. NV5 states that the Code of Federal Regulations speak for themselves and denies any allegation that contradicts them.

86. NV5 states that the Code of Federal Regulations speak for themselves and denies any allegation that contradicts them. NV5 denies that 29 C.F.R. § 1926.651(k)(1) creates any obligation on the part of NV5.

87. NV5 states that the Florida Building Code speaks for itself and denies any allegation that contradicts it.

88. NV5 states that the Florida Building Code speaks for itself and denies any allegation that contradicts it.

89. Denied.

90. Denied.

91. Regarding whether pile driving was an is an ultrahazardous and abnormally dangerous construction activity, NV5 states that the allegations call for a legal conclusion and therefore no response is required. Regarding the remaining allegations, denied as phrased.

92. NV5 states that the NV5 Report speaks for itself and denies any allegation that contradicts it.

93. NV5 states that the NV5 Report speaks for itself and denies any allegation that contradicts it.

94. NV5 states that the NV5 Report speaks for itself and denies any allegation that contradicts it.

95. NV5 states that the NV5 Report speaks for itself and denies any allegation that contradicts it.

96. NV5 states that the NV5 Report speaks for itself and denies any allegation that contradicts it.

97. NV5 states that the NV5 Report speaks for itself and denies any allegation that contradicts it.

98. NV5 states that the NV5 Report speaks for itself and denies any allegation that contradicts it.

99. NV5 states that the NV5 Report speaks for itself and denies any allegation that contradicts it.

100. Denied.

101. Denied.

102. NV5 admits that the installation of sheet piles on the Eighty-Seven Park project occurred in 2016 and was accomplished by using a vibratory hammer. NV5 denies that throughout the entire installation process for every sheet pile, the vibratory hammer and attached sheet piles emitted strong and dangerous vibrations.

103. Admitted.

104. Denied.

105. Denied.

106. Without knowledge, therefore denied.

107. NV5 states that the email correspondence from Eric Stern of NV5 to Katie Daniel of Geosonics, which was the subcontractor hired by NV5 to perform vibration monitoring, speaks for itself and denies any allegation that contradicts it.

108. NV5 states that the email correspondence from Eric Stern of NV5 to Frank Wiza of JMAF speaks for itself and denies any allegation that contradicts it.

109. NV5 admits that 8701 Collins Development, LLC, decided when vibration monitoring occurred. Regarding the remaining allegations, without knowledge, therefore denied.

110. NV5 states that the email correspondence from Frank Wiza of JMAF to Eric Stern of NV5 speaks for itself and denies any allegation that contradicts it.

111. NV5 states that the NV5 Report speaks for itself and denies any allegation that contradicts it. NV5 denies that it allowed the vast majority of sheet pile installation work to be completed with no vibration monitoring or no other measures in place to limit damaging vibrations. Regarding the remaining allegations, without knowledge, therefore denied.

112. Without knowledge, therefore denied.

113. Without knowledge, therefore denied.

114. Denied.

115. Regarding NV5, denied as phrased. Regarding the remaining defendants, without knowledge, therefore denied.

116. Admitted that NV5 hired Geosonics to perform vibration monitoring. Regarding the remaining allegations, denied as phrased.

117. Without knowledge, therefore denied.

118. Without knowledge, therefore denied.

119. Without knowledge, therefore denied.

120. Regarding Geosonics statements regarding the Safeguard Seismic Unit 3000EZ-plus vibration monitor, without knowledge, therefore denied. Regarding NV5, denied. Regarding the remaining defendants, without knowledge, therefore denied.

121. NV5 denies that it prepared a final Vibration Summary Report. NV5 states that the draft Vibration Summary Report speaks for itself and denies any allegation that contradicts it.

122. Denied.

123. NV5 denies that it prepared a final Vibration Summary Report. NV5 states that the draft Vibration Summary Report and the referenced Geosonics data speak for themselves and denies any allegation that contradicts them. NV5 denies that any vibrations exceeded “acceptable and safe levels.”

124. Denied.

125. Without knowledge, therefore denied.

126. NV5 denies that any vibrations exceeded “acceptable and safe levels.” NV5 denies that it allowed ASAP to install sheet piles.

127. NV5 denies that it prepared a final Vibration Summary Report. NV5 states that the draft Vibration Summary Report and the referenced Geosonics data speak for themselves and denies any allegation that contradicts them. Regarding the remaining allegations, without knowledge, therefore denied.

128. The referenced meeting minutes speak for themselves, and NV5 denies any allegations that contradicts them. NV5 states that the draft Vibration Summary Report and the referenced Geosonics data speak for themselves and denies any allegation that contradicts them. NV5 denies that any vibrations exceeded “acceptable and safe levels.”

129. The referenced meeting minutes speak for themselves, and NV5 denies any allegations that contradicts them. NV5 states that the draft Vibration Summary Report and the referenced Geosonics data speak for themselves and denies any allegation that contradicts them.

130. NV5 states that the email correspondence from Curt Wyborny to Howard Rice of JMAF speaks for itself and denies any allegation that contradicts it.

131. NV5 denies that the Eight-Seven Park construction damaged CTS. NV5 denies that it decided to cease monitoring vibrations. Regarding the remaining defendants, without knowledge, therefore denied.

132. NV5 states that the draft Vibration Summary Report and the referenced Geosonics data speak for themselves and denies any allegation that contradicts them. NV5 denies that any vibrations exceeded “acceptable and safe levels.”

133. Regarding NV5, denied. Regarding the remaining defendants, without knowledge, therefore denied.

134. Without knowledge, therefore denied.

135. Denied.

136. Without knowledge, therefore denied.

137. Denied.

138. Without knowledge, therefore denied.

139. NV5 states that the email correspondence between Eric Stern of NV5 and Geosonics speaks for itself and denies any allegation that contradicts it.

140. NV5 states that the March 21, 2016, meeting minutes speak for themselves and denies any allegation that contradicts them.

141. Denied.

142. Denied.

143. NV5 states that the email correspondence from Curt Wyborny to Eric Stern of NV5 speaks for itself and denies any allegation that contradicts it.

144. Without knowledge, therefore denied.

145. Without knowledge, therefore denied.

146. Regarding NV5 shifting responsibility to its lawyers, denied. Regarding the remaining allegations, without knowledge, therefore denied.

147. NV5 states that the March 10, 2016, meeting minutes speak for themselves and denies any allegation that contradicts them. NV5 denies that the Eighty-Seven Park project resulted in “excessive vibrations.”

148. Denied.

149. Without knowledge, therefore denied.

150. Without knowledge, therefore denied.

151. Without knowledge, therefore denied.

152. Without knowledge, therefore denied.

153. Denied.

154. NV5 states that the NV5 Report speaks for itself and denies any allegation that contradicts it. Regarding the remaining allegations, without knowledge, therefore denied.

155. Denied.

156. NV5 denies that it drove any sheet piles with a vibratory hammer. NV5 denies that any vibrations exceeded "safe and allowable limits." NV5 denies that any defendant disregarded the health and safety of the residents and occupants at CTS. Regarding the remaining allegations, without knowledge, therefore denied.

157. Denied.

158. NV5 states that the NV5 Report speaks for itself and denies any allegation that contradicts it

159. Denied.

160. Denied.

161. NV5 denies that is engaged in on-site vibratory compaction procedures related to installation of a "Silva Cell" system on the Eighty-Seven Park site. Regarding the remaining defendants, without knowledge, therefore denied.

162. Without knowledge, therefore denied.

163. NV5 states that the email correspondence from Eric Stern of NV5 to Andres Moncada speaks for itself and NV5 denies any allegations that contradict it.

164. Denied.

165. Denied.

166. Denied.

167. Denied.

168. Denied.

169. NV5 states that the NV5 Report speaks for itself and denies any allegation that contradicts it.

170. Admitted as to a general description of dewatering only.

171. Denied as phrased.

172. Denied as phrased.

173. NV5 states that the NV5 Report speaks for itself and denies any allegation that contradicts it.

174. Regarding NV5, denied. Regarding the remaining defendants, without knowledge, therefore denied.

175. Regarding NV5, denied. Regarding the remaining defendants, without knowledge, therefore denied.

176. NV5 denies that it performed site dewatering. Regarding the remaining allegations as to NV5, denied. Regarding the remaining defendants, without knowledge, therefore denied.

177. Without knowledge, therefore denied.

178. Without knowledge, therefore denied.

179. Regarding NV5, denied. Regarding the remaining defendants, without knowledge, therefore denied.

180. Regarding NV5, denied. Regarding the remaining defendants, without knowledge, therefore denied.

181. Without knowledge, therefore denied.

182. Without knowledge, therefore denied.

183. NV5 denies that it performed any dewatering activities on the Eighty-Seven Park construction site. Regarding the remaining defendants, without knowledge, therefore denied.

184. NV5 denies that it performed any dewatering activities on the Eighty-Seven Park construction site. Regarding the remaining defendants, without knowledge, therefore denied.

185. Denied.

186. Denied.

187. NV5 states that the NV5 Report speaks for itself and denies any allegation that contradicts it, and that NV5 was not engaged to monitor dewatering procedures.

188. Denied.

189. Regarding NV5, denied. Regarding the remaining defendants, without knowledge, therefore denied.

190. Without knowledge, therefore, denied.

191. Denied.

192. Denied.

193. Denied.

194. Without knowledge, therefore denied.

195. NV5 states that the NV5 Report speaks for itself and denies any allegation that contradicts it. Regarding the remaining allegations as to NV5, denied. Regarding the remaining defendants, without knowledge, therefore denied.

196. NV5 denies that excavations and construction along CTS's south foundation wall damaged CTS's structural members.

197. Denied.

198. Without knowledge, therefore denied.

199. Denied.

200. NV5 denies that the Association retained Morabito to investigate whether the Eighty-Seven Park construction activities were causing and/or contributing to water leaks at CTS.

201. Without knowledge, therefore denied.

202. Denied.

203. Denied.

204. Denied.

205. NV5 admits that it was retained by 8701 Collins Development, LLC, to perform a pre-construction survey of CTS before any sheet pile driving or dewatering activities occurred at Eighty-Seven Park.

206. Without knowledge, therefore denied.

207. NV5 admits that 8701 Collins Development, LLC, scheduled the pre-construction survey of CTS and informed NV5 regarding the scheduling.

208. NV5 denies that it documented every area of pre-existing damage at CTS. NV5 states that the pre-construction survey speaks for itself and denies any allegation that contradicts it.

209. NV5 denies that it took photographs of the entire exterior of CTS and the basement parking garage or that it documented every observable area of damages that existed on January 14, 2016. NV5 states that the pre-construction survey speaks for itself and denies any allegation that contradicts it.

210. NV5 denies that it “extensively examined” the CTS basement parking garage. NV5 states that the pre-construction survey speaks for itself and denies any allegation that contradicts it.

211. Denied.

212. Denied.

213. Denied.

214. Denied.

215. Denied.

216. Denied.

217. Denied.

218. Denied.

219. Admitted.

220. Admitted.

221. Admitted.

222. Admitted.

223. Admitted.

224. Admitted.

225. Admitted.

226. Admitted.

227. Admitted.

228. Admitted.

229. Admitted.

230. Admitted.

231. Admitted.

232. Admitted.

233. Admitted.

234. Admitted.

235. Without knowledge, therefore denied.

236. Admitted.

237. Admitted.

238. Regarding whether it was a violation of its ethical duties as a structural engineer, without knowledge, therefore denied. Regarding the remaining allegations, admitted.

239. Admitted.

240. Admitted.

241. Admitted.

242. Admitted.

243. Admitted.

244. Admitted.

- 245. Admitted.
- 246. Admitted.
- 247. Admitted.
- 248. Admitted.
- 249. Admitted.
- 250. Without knowledge, therefore denied.
- 251. Without knowledge, therefore denied.
- 252. Without knowledge, therefore denied.
- 253. Without knowledge, therefore denied.
- 254. Without knowledge, therefore denied.
- 255. Without knowledge, therefore denied.
- 256. Without knowledge, therefore denied.
- 257. Without knowledge, therefore denied.
- 258. Without knowledge, therefore denied.
- 259. Without knowledge, therefore denied.
- 260. Without knowledge, therefore denied.
- 261. Without knowledge, therefore denied.
- 262. Without knowledge, therefore denied.
- 263. Without knowledge, therefore denied.
- 264. Without knowledge, therefore denied.
- 265. Without knowledge, therefore denied.
- 266. Without knowledge, therefore denied.
- 267. Without knowledge, therefore denied.

- 268. Without knowledge, therefore denied.
- 269. Without knowledge, therefore denied.
- 270. Without knowledge, therefore denied.
- 271. Without knowledge, therefore denied.
- 272. Without knowledge, therefore denied.
- 273. Without knowledge, therefore denied.
- 274. Without knowledge, therefore denied.
- 275. Without knowledge, therefore denied.
- 276. Without knowledge, therefore denied.
- 277. Without knowledge, therefore denied.
- 278. Without knowledge, therefore denied.
- 279. Without knowledge, therefore denied.
- 280. Without knowledge, therefore denied.
- 281. Without knowledge, therefore denied.
- 282. Without knowledge, therefore denied.
- 283. Without knowledge, therefore denied.
- 284. Without knowledge, therefore denied.
- 285. Without knowledge, therefore denied.
- 286. Without knowledge, therefore denied.
- 287. Without knowledge, therefore denied.
- 288. Without knowledge, therefore denied.
- 289. Without knowledge, therefore denied.
- 290. Without knowledge, therefore denied.

291. Without knowledge, therefore denied.

292. Without knowledge, therefore denied.

293. Without knowledge, therefore denied.

294. Without knowledge, therefore denied.

295. Without knowledge, therefore denied.

296. Without knowledge, therefore denied.

297. Without knowledge, therefore denied.

298. Without knowledge, therefore denied.

299. Without knowledge, therefore denied.

300. Without knowledge, therefore denied.

301. Without knowledge, therefore denied.

302. Without knowledge, therefore denied.

303. Without knowledge, therefore denied.

304. Without knowledge, therefore denied.

305. NV5 denies that a report by Morabito demonstrates that construction of the referenced walkway was directly damaging the CTS foundation structure or was substantial water intrusion. Regarding the remaining allegations, without knowledge, therefore denied.

306. Without knowledge, therefore denied.

307. Without knowledge, therefore denied.

308. Without knowledge, therefore denied.

CLASS REPRESENTATION ALLEGATIONS (PARAS. 309 – 330)

Admitted for purposes of class certification only. NV5, does not oppose Plaintiffs' Motion to Certify a Liability Class pursuant to Florida Rules of Civil Procedure 1.220(b)(3), 1.220(d)(1), & 1.220(d)(4). NV5 reserves its right to move for modification or decertification of any conditionally certified class as appropriate based on subsequent developments in the litigation, as permitted by Rule 1.220(d)(1) and other applicable law.

COUNT I – COUNT IV (PARAS. 331 – 385)

The allegations in Count I through Count IV, Paragraph 331 through 385, are not directed at NV5; therefore, no response is required. To the extent a response is required, without knowledge, therefore denied.

COUNT V – NEGLIGENCE (NV5)

386. NV5 incorporates its responses to Paragraphs 1 through 330 as if fully restated herein.

387. Denied.

388. NV5 states that the NV5 Report speaks for itself and denies any allegation that contradicts it.

389. Denied.

390. Denied.

391. Denied.

392. Denied.

393. Denied.

394. NV5 states that its April 2015 Report speaks for itself. Regarding the remaining allegations, denied.

395. Denied.

396. Denied.

397. Denied.

398. Denied.

399. Denied.

400. Denied.

401. The National Society of Professional Engineers Code of Ethics for Engineers speaks for itself.

402. Denied.

403. Denied.

404. Denied.

405. Denied.

406. Denied.

COUNT VI – STRICT LIABILITY (NV5)

407. NV5 incorporates its responses to Paragraphs 1 through 330 as if fully restated herein.

408. Denied.

409. Denied.

410. NV5 states that the cited legal authority speaks for itself.

411. Denied.

- 412. Denied.
- 413. Denied.
- 414. Denied.
- 415. NV5 states that the NV5 Report speaks for itself.
- 416. Denied.
- 417. Denied.
- 418. Denied.
- 419. Denied.

COUNT VII – COUNT XVII (PARAS. 420 – 682)

The allegations in Count VII through Count XVII, Paragraph 4420 through 682, are not directed at NV5; therefore, no response is required. To the extent a response is required, without knowledge, therefore denied.

PRAYER FOR RELIEF

NV5 denies liability. NV5 denies Plaintiffs are entitled to the relief requested.

AFFIRMATIVE DEFENSES

Plaintiffs have the burden of proving each and every element of a particular claim in order to prevail against NV5 on that particular claim. If Plaintiffs fail to meet their burden of proof for a particular claim, NV5 prevails on that particular claim. NV5 states that it has no burden to *disprove* any element of any claim made by Plaintiffs, and that its burden to establish any of the pleaded affirmative defenses does not arise until Plaintiffs have proven each and every element of their claim/s against NV5. NV5 states that, by pleading

the following affirmative defenses, it does not consent to the shifting of any burden of proof from Plaintiffs to NV5 and does not waive any of the rights and privileges provided by applicable law.

AFFIRMATIVE DEFENSE NO. 1 – PRIMARY JURISDICTION

The relief sought by Plaintiffs is within the particular expertise of, and is being addressed by, federal, state, and local governments and their agencies. This Court should abstain and defer to the jurisdiction of public agencies, including, but not limited to, the National Institute of Standards and Technology (“NIST”).

AFFIRMATIVE DEFENSE NO. 2 – FAILURE TO STATE A CAUSE OF ACTION

Plaintiffs have failed to state a cause of action against NV5 for negligence because Plaintiffs’ negligence cause of action is based on duties that does not exist as a matter of law. The question of whether a legal duty exists is a question of law for the Court, not a question of fact for the jury.

Similarly, Plaintiffs fail to state a cause of action for strict liability because the allegations of Plaintiffs’ applicable complaint establish that NV5 performed vibration monitoring services (through its subcontractor, Geosonics), and Plaintiffs fail to allege that monitoring vibration-related data is an ultrahazardous or inherently dangerous activity.

Plaintiffs’ claims are also barred or limited for all the reasons described in NV5’s Motion to Dismiss Plaintiffs’ complaint, which was denied by the Court.

AFFIRMATIVE DEFENSE NO. 3 – FAILURE TO STATE A CLAIM FOR ATTORNEYS’ FEES

Plaintiffs have failed to state a claim for attorneys’ fees because they fail to cite to any statute, contract, or other applicable source that provides for the rejection of the

American Rule and the shifting of attorneys' fees incurred by one party to the other party. NV5 moves to strike Plaintiffs' improper claims for attorneys' fees from its applicable complaint. To the extent Plaintiffs' claim for attorneys' fees is not stricken from its applicable complaint, NV5 states that it is entitled to the provisions of Section 57.107(7), Florida Statutes.

AFFIRMATIVE DEFENSE NO. 4 – STATUE OF LIMITATIONS/REPOSE

Plaintiffs' claims are barred, in whole or in part, by Section 95.11(3)(c), Florida Statutes because Plaintiffs' action is "an action founded on the design, planning, or construction, of an improvement to real property," and Plaintiffs' did not bring the action within four (4) years of the latest of the following: "actual possession by the owner, the date of the issuance of a certificate of occupancy, the date of abandonment of construction if not completed, or the date of completion or termination of the contract between the professional engineer, registered architect, or licensed contractor and his or her employer" Fla. Stat. § 95.11(3)(c).

AFFIRMATIVE DEFENSE NO. 5 – LACHES

Plaintiffs' claims against NV5 are barred by the doctrine of laches because Plaintiffs' knew of the conduct of NV5 alleged in Plaintiffs' applicable complaint, were afforded the opportunity to file suit, and are guilty of not asserting their rights by filing suit timely, NV5 lacked knowledge that Plaintiffs would assert the alleged rights upon which they base their suit, and NV5 will be prejudiced in the event relief is granted to Plaintiffs or the suit is held not to be barred. For example, Plaintiffs were put on notice of and warned regarding the problems with CTS as early as 2018 and again in 2020, as alleged in the applicable complaint, and yet they did nothing.

AFFIRMATIVE DEFENSE NO. 6 – EQUITABLE ESTOPPEL

NV5 is not liable to Plaintiffs because Plaintiffs made a representation regarding the property described in Plaintiffs' applicable complaint, and/or the construction thereof, that is contrary to the position Plaintiffs' now assert, NV5 relied on Plaintiffs' representation, NV5 changed positions based on Plaintiffs' representations, and that change in positions was detrimental to NV5. For example, Plaintiffs represented to prospective purchasers of condominiums at CTS, lenders, and others that CTS was well maintained, structurally sound, and otherwise devoid of problems after NV5 completed its services at Eighty-Seven Park. For example, Plaintiffs were put on notice of and warned regarding the problems with CTS as early as 2018 and again in 2020, as alleged in the applicable complaint, and yet they did nothing.

AFFIRMATIVE DEFENSE NO. 7 – WAIVER

Plaintiffs' claims are barred by the doctrine of waiver because, at the time of the waiver, Plaintiffs had a right, privilege, advantage, or benefit that could be waived, Plaintiffs had actual or constructive knowledge of that right, privilege, advantage, or benefit, and Plaintiffs had the intention to relinquish the right. For example, Plaintiffs were put on notice of and warned regarding the problems with CTS as early as 2018 and again in 2020, as alleged in the applicable complaint, and yet they did nothing.

AFFIRMATIVE DEFENSE NO. 8 – LIMITATION OF REMEDIES

Plaintiffs' remedies for that which is described in the applicable complaint, if any, are limited by the terms of the applicable Declaration and other condominium governing documents, Chapter 718, Florida Statutes, and other applicable agreements and/or

Florida or federal jurisprudence, including, but not limited to, NV5's contracts for services with its client. NV5 cannot be held liable for damages to personal property or real property that exceeds the market value for such property. Finally, Plaintiffs' recovery is limited to the extent required by Florida's Wrongful Death Act (Florida Statute Section 768.16 *et seq.*).

AFFIRMATIVE DEFENSE NO. 9 – LIMITATION OF LIABILITY/DAMAGES

NV5's liability for that which is described in the applicable complaint, if any, is limited by the terms of the applicable Declaration and other condominium governing documents, Chapter 718, Florida Statutes, and other applicable agreements and/or Florida or federal jurisprudence, including, but not limited to, NV5's contracts for services with its client.. Plaintiffs' damages, if any, are also limited as stated. NV5 cannot be held liable for damages to personal property or real property that exceeds the market value for such property. Finally, Plaintiffs' recovery is limited to the extent required by Florida's Wrongful Death Act (Florida Statute Section 768.16 *et seq.*).

AFFIRMATIVE DEFENSE NO. 10 – LIMITATION ON STRICT LIABILITY

NV5 denies that any activity performed by NV5 or any developers, contractors, subcontractors, or consultants was inherently or abnormally dangerous, or ultrahazardous, but, to the extent NV5 is deemed liable, NV5 cannot be held liable for damages claimed to be caused by NV5's alleged "abnormally dangerous" or ultrahazardous activities, because any alleged harm suffered by Plaintiffs would not have resulted but for the pre-existing, abnormally sensitive and structurally unsound condition of CTS, of which NV5 was previously unaware, and had no reason to expect. A defendant's liability is limited to the harm that the defendant could reasonably expect to

result from an alleged dangerous activity undertaken under normal circumstances.

AFFIRMATIVE DEFENSE NO. 11 – SPOILIATION OF EVIDENCE

Plaintiffs' claims are barred or limited due to the spoliation of evidence. Specifically, Plaintiffs' repaired, remediated, removed, altered, or otherwise changed the portions of CTS that Plaintiffs' claim are defective and/or damaged as a result of NV5's services during the construction of Eighty-Seven Park, and/or that caused or contributed to that which is described in Plaintiffs' applicable complaint, thereby destroying evidence and precluding NV5 from exercising its right to investigate and obtain evidence to prepare its defense in this matter.

AFFIRMATIVE DEFENSE NO. 12 – UNCLEAN HANDS

Plaintiffs' claims are barred or limited by the doctrine of unclean hands. Plaintiffs' conduct is related to the defects and damages alleged in Plaintiffs' applicable complaint, NV5 was the target of Plaintiffs' conduct, NV5 relied on Plaintiffs' conduct, and NV5 has been damaged as a result of Plaintiffs' conduct. For example, Plaintiffs represented to prospective purchasers of condominiums at CTS, lenders, and others that CTS was well maintained, structurally sound, and otherwise devoid of problems after NV5 completed its services at Eighty-Seven Park. For example, Plaintiffs were put on notice of and warned regarding the problems with CTS as early as 2018 and again in 2020, as alleged in the applicable complaint, and yet they did nothing.

AFFIRMATIVE DEFENSE NO. 13 – COMPARATIVE FAULT

Any liability found on the part of NV5—and any damages awarded in favor of Plaintiffs—are subject to the comparative fault provisions of Section 768.81, Florida

Statutes. NV5 is not liable for more than its proportionate share of fault in relation to the fault of all other responsible parties, including Plaintiffs, and non-parties, pursuant to *Fabre v. Marin*, 623 So. 2d 1182 (Fla. 1993) and *Nash v. Wells Fargo Guard Services*, 678 So. 2d 1262 (Fla. 1996). The fault of all other responsible parties and non-parties specifically includes fault allocated to said parties and non-parties under any theory of liability, whether direct or indirect, strict liability and/or based on a theory of direct, vicarious, technical, construction, or derivative liability or breach of a non-delegable duty.

Liability could be apportioned to all of the named Defendants for the reasons alleged in Plaintiffs' applicable complaint, if proven true, and each should be listed on the verdict form for fault allocation purposes even if one or more settle or are otherwise dismissed from this action. For purposes of brevity, and because it would be redundant, neither the named Defendants nor the allegations that may establish their wrongdoing will be listed here.

A jury may also find that Plaintiffs were comparatively negligent and assign a percentage of fault to them, including putative class members. For example, to the extent Board members, unit owners, or property managers negligently ignored defects, failed to investigate defects, or failed to maintain and repair CTS, they may be liable for any harm alleged in the applicable complaint. Board members, unit owners, or property managers may also be apportioned fault to the extent they opposed necessary maintenance and repairs or voted against or opposed special or other assessments designed to remedy the building's defects. A jury could find additional liability for failing to warn renters and visitors about known defects. CTS Board members, property managers, and unit owners may share in additional liability to the extent they ignored warnings of potential harm, such

as the report issued in 2018 by Morabito, or declined to authorize or proceed with a special or other assessments to address the harm. A list of unit owners, Board members, and property managers currently known to NV5 is attached as Exhibit A.

NV5 may also be entitled to an allocation of fault with non-parties. *See Fabre v. Marin*, 23 So. 2d 1189 (Fla. 2003). NV5 does not currently know all non-parties that might be at least partially liable for Plaintiffs' alleged harm, but based on preliminary analysis, potential non-parties to whom fault may be allocated include the entities discussed below. NV5 is entitled to an allocation of fault to the extent the jury finds CTS unit owners, Board members, or property managers at fault for negligent acts or failures to act. These non-parties include non-Plaintiff unit owners and Board members who were not residing at CTS at the time of the collapse along with former property managers. Their potential liability would be based on the same acts or omissions as the Plaintiffs, e.g., failure to maintain and repair CTS, opposing efforts to address defects, and failing to warn others of defects. CTS unit owners, Board members, and property managers may share in additional liability to the extent they ignored warnings of potential harm, such as the report issued in 2018 by Morabito, or declined to authorize or issue a special or other assessment to address the harm. A list of prior unit owners, Board members, and property managers currently known to NV5 is attached as Exhibit A.

The developers, general contractors, subcontractors, consultants, design professionals, and other entities or individuals that worked on CTS may also be apportioned a share of liability to the extent a jury finds they negligently designed, constructed, developed, or otherwise worked on CTS or acted or failed to act in a reasonable and prudent manner. Contractors, consultants, and other entities or

individuals that subsequently performed repairs, maintenance, inspections, or otherwise worked on CTS may also be apportioned liability to the extent a jury finds they acted negligently in performing those acts or failed to act in a reasonable and prudent manner. Additionally, a jury may apportion liability to the subcontractors and consultants that worked on the Eighty-Seven Park project to the extent a jury determines they negligently designed, constructed, installed, or otherwise worked on the Eighty-Seven Park project or acted or failed to act in a reasonable and prudent manner. A list of such currently known parties, contractors, subcontractors and consultants and design professionals for CTS and Eighty-Seven Park is attached as Exhibit B.

NV5 may also be entitled to an allocation of fault against the Town of Surfside, City of Miami Beach, and Miami-Dade County to the extent a jury finds that they or their employees, officials, and agents acted or failed to act negligently in supervising and enforcing building codes and construction work. Entities and individuals involved with the Surfside beach renourishment project, including the U.S. Army Corps of Engineers, might also be allocated a percentage of fault, as might any other entity or individual involved in construction activity near the vicinity of CTS.

NV5 also incorporate by reference all *Fabre* defendants identified by all other defendants in their Affirmative Defenses, as well as all subsequently identified *Fabre* defendants at any time prior to trial.

As discovery is still ongoing and the cause of collapse uncertain, NV5 maintains the right to amend this defense as necessary.

NV5 demands that the above-referenced parties and non-parties be listed on the

verdict form for allocation of fault purposes pursuant to Section 768.81, Florida Statutes, *Fabre v. Marin*, 623 So. 2d 1182 (Fla. 1993), and *Nash v. Wells Fargo Guard Services*, 678 So. 2d 1262 (Fla. 1996).

AFFIRMATIVE DEFENSE NO. 14 – INTERVENING/SUPERSEDING CAUSE

While NV5 does not concede that an intervening/superseding cause is an affirmative defense, as it breaks the causal link resulting in Plaintiffs' inability to prove a prima facie case, NV5 recognizes that it is local practice to plead an intervening/superseding cause as an affirmative defense. In an abundance of caution, therefore, NV5 alleges that NV5 is not liable to Plaintiffs because of the actions or inactions of other persons or entities, whether natural or super-natural, that constitute intervening and/or superseding causes of Plaintiffs' alleged damages and/or that were not under the care, custody, or control of NV5. Specifically, NV5 alleges that it is not liable for the work of or services provided by other persons or entities on Eighty-Seven Park or CTS over which NV5 had no control or which occurred after NV5 completed its services. Finally, NV5 alleges that it is not liable due to Acts of God, climate change (whether natural or man-made), including, but not limited to sea level rise and/or its effect on the water table, and/or weather events that caused or contributed to that which is alleged in Plaintiffs' applicable complaint.

The damages alleged in Plaintiffs' Complaint were caused solely by the acts or omission of a third party, other than an officer, director, employee, or agent of NV5, over whom Defendants had no control, including but not limited to CTS unit owners, CTS Board members, and entities that designed, developed, constructed, maintained, or otherwise worked on CTS.

**AFFIRMATIVE DEFENSE NO. 15 – COMPLETED AND ACCEPTED RULE/
SLAVIN DOCTRINE**

While NV5 does not concede that the Completed and Accepted Rule/*Slavin* Doctrine is an affirmative defense, NV5 recognizes that it is local practice to plead the Completed and Accepted Rule/*Slavin* Doctrine as an affirmative defense. In an abundance of caution, therefore, NV5 alleges that NV5 is not liable to Plaintiffs because the alleged defects and/or damages described in Plaintiffs' applicable complaint occurred after NV5 completed its services, the owner of Eighty-Seven Park accepted NV5's services, and the alleged defects and/or damages were patent (not hidden) as evidence by the allegations in Plaintiffs' applicable complaint. *Slavin v. Kay*, 108 So. 2d 462, 466-67 (Fla. 1959); *Plaza v. Fisher Dev., Inc.*, 971 So. 2d 918, 924 (Fla. 3d DCA 2007).

AFFIRMATIVE DEFENSE NO. 16 – SPEARIN DOCTRINE

To the extent the plans, drawings, specifications, or other design documents related to CTS ("Design Documents") are found to be defective, NV5 cannot be liable for any consequences, for example, the damages described in Plaintiffs' applicable complaint. *United States v. Spearin*, 248 U.S. 132, 136 (1918).

AFFIRMATIVE DEFENSE NO. 17 – SEIBERT DOCTRINE

The plans, drawings, and other design documents for both CTS and Eighty-Seven Park were reviewed by the applicable design professionals, engineers, and governmental entities with authority over the projects described in Plaintiffs' applicable complaint, and, after review, the plans, drawings, and other design documents were approved and permitted for construction. Further, the services provided by NV5 were reviewed by the applicable design professionals, engineers, and governmental entities with authority over

the project described in Plaintiffs' applicable complaint and found to comply with the applicable building codes and industry standards and were approved. "When an agency with the authority to implement [the building code] construes the [building code] in a permissible way, that interpretation must be sustained even though another interpretation may be possible." *Seibert v. Bayport Beach & Tennis Club Ass'n*, 573 So. 2d 889, 892 (Fla. 2d DCA 1990).

AFFIRMATIVE DEFENSE NO. 18 – FAILURE TO MITIGATE DAMAGES

Plaintiffs have failed to mitigate their damages because, among other reasons to be proven at trial, they delayed in remedying the alleged damages described in Plaintiffs' applicable complaint after they knew or should have known that the alleged damages and/or construction defects existed. For example, Plaintiffs were put on notice of and warned regarding the problems with CTS as early as 2018 and again in 2020, as alleged in the applicable complaint, and yet they did nothing. Plaintiffs have also failed to mitigation damages by making applicable insurance claims or seeking compensation through disaster relief, public programs, or other sources.

AFFIRMATIVE DEFENSE NO. 19 – FAILURE TO MAINTAIN

Plaintiffs' claims may be barred, in whole or in part, to the extent the cause of the collapse was the failure of the Association and/or the unit owners to maintain the building, including failure to undertake any necessary maintenance and repairs, failure to implement the repairs recommended in Morabito's 2018 Report, and failure to take any other action recommended for the maintenance, repair, and/or investigation of Champlain Towers.

AFFIRMATIVE DEFENSE NO. 20 – SET-OFF

NV5 is entitled to a set-off for any collateral source payments, settlements, awards, or any other monetary or non-monetary compensation that Plaintiffs receive from any other person or entity as a result of that which is alleged in Plaintiffs' applicable complaint. *See Jojo's Clubhouse, Inc. v. DBR Asset Management, Inc.* 860 So. 2d 503, 504 (Fla. 4th DCA 2003).

AFFIRMATIVE DEFENSE NO. 21 – SECTION 718.119, FLORIDA STATUTES

Pursuant to Section 718.119, Florida Statutes, to the extent the Association is liable for any of Plaintiffs' alleged harm, Plaintiffs' damages may be entitled to set off against the individual CTS unit owners to the extent of their pro rata share of that liability in the same percentage as their interest in the common elements.

AFFIRMATIVE DEFENSE NO. 22 – CONTRIBUTION/INDEMNIFICATION

NV5 denies it has any liability to Plaintiffs, but to the extent NV5 pays more in damages than its *pro rata* share of common liability, pays damages arising from construction activities for which it has been indemnified, either contractually or through the common law, or pays more than its *pro rata* share of damages due to the imposition of strict liability, or any other theory of liability, it is entitled to contribution and/or full indemnification.

AFFIRMATIVE DEFENSE NO. 23 – CONTRACTUAL ASSUMPTION OF THE RISK

Pursuant to the terms of the Declaration and other condominium governing documents, the deeds, the reports issued by Morabito, and/or the real estate purchase agreements by which Plaintiffs' acquired title to their unit and their share of the common elements, Plaintiffs' contractually assumed the risk of that which is complained of in the

applicable complaint.

DEMAND FOR JURY TRIAL

NV5 demand a jury trial.

NV5'S CROSSCLAIM AGAINST GEOSONICS AND DEMAND FOR JURY TRIAL

NV5 Inc. ("NV5"), pursuant to Rule 1.170 of the Florida Rules of Civil Procedure and other applicable law files its Crossclaim against GEOSONICS, INC. ("GeoSonics"), and as support states:

GENERAL ALLEGATIONS

1. A Consolidated Third Amended Class Action Complaint ("Complaint") was filed by Plaintiffs Raquel Azevedo de Oliveira, as personal representative of the Estates of Alfredo Leone and Lorenzo de Oliveira Leone; Kevin Spiegel as personal representative of the Estate of Judith Spiegel, Kevin Fang as personal representative of the Estate of Stacie Fang, Raysa Rodriguez and Steve Rosenthal (collectively "Plaintiffs"). Plaintiffs Consolidated Third Amended Class Action Complaint is incorporated by reference as if fully stated herein.

2. By referencing the applicable Complaint and/or bringing this Crossclaim, NV5 does not admit the allegations of Plaintiffs' Complaint.

3. This is an action for damages that exceeds \$75,000 and is otherwise within the jurisdiction of this Court. The causes of action stated herein arise out of the same operative set of facts and circumstances set forth in Plaintiffs' Complaint, over which this Court has jurisdiction.

4. Venue lies in Miami-Dade County, Florida, because: (1) the real property

that is the subject of the Complaint is located there; and (2) the causes of action set forth herein occurred and accrued in Miami-Dade County, Florida.

5. NV5 is a Delaware corporation that maintains its principal address in Hollywood, Florida. At all times material, the NV5 was authorized to and was doing business in Miami-Dade County, Florida, and is otherwise, *sui juris* and subject to the personal jurisdiction of the Court.

6. GeoSonics is a Pennsylvania corporation that maintains its principal address in Broward County, Florida. At all times material, the GeoSonics was authorized to and was doing business in Miami-Dade County, Florida, and is otherwise, *sui juris* and subject to the personal jurisdiction of the Court.

7. The Plaintiffs' claims and causes of action arise out of the collapse of a condominium known as Champlain Towers South ("CTS"), located in Surfside, Florida (the "Property," the "Subject Property," the "Condominium" and/or the "Project").

8. Plaintiffs have alleged that NV5 is liable to Plaintiffs' due to vibration monitoring services provided in conjunction with the construction of a neighboring building, Eighty-Seven Park, which Plaintiffs allege caused or contributed to the collapse of CTS.

9. NV5 and GeoSonics entered into a Master Professional Services Subconsultant Agreement for vibration monitoring services at the Eighty-Seven Park project ("Subconsultant Agreement"). A true and correct copy of the Subconsultant Agreement is attached to this Crossclaim as Exhibit A.

10. The Plaintiffs has asserted claims against NV5 that (if valid and proven true) are in whole or in part the responsibility of the GeoSonics as described in the Plaintiffs'

Complaint and this Crossclaim.

11. While the NV5 denies all allegations of wrongdoing asserted by Plaintiffs in their Complaint, Plaintiffs' claims implicate the GeoSonics's scope of services, scope of work, and/or products provided in conjunction with vibration monitoring at Eighty-Seven Park pursuant to its respective contract and other legal duties.

12. All conditions precedent to this Crossclaim have been performed, waived, excused, or have otherwise been satisfied or occurred.

COUNT 1 – BREACH OF CONTRACT

13. NV5 hereby realleges, reasserts, and incorporates by reference the allegations contained in Paragraphs 1 through 12 of this Crossclaim as if fully restated in this paragraph.

14. If Plaintiffs' allegations are valid and proven true, GeoSonics breached the Subconsultant Agreement.

15. In addition to other breaches of the Subconsultant Agreement that will be proven at trial, GeoSonics breached Article 8 of the Subconsultant Agreement, entitled "Safety." It states, among other relevant and materials things, that GeoSonics "shall be **solely responsible** for safety in the performance of its services and for all equipment and materials to be used on the project." (Subconsultant Agreement (Ex. A) Art. 8).

16. GeoSonics also breached the Prime Contract, which is incorporated into the Subconsultant Agreement. (Subconsultant Agreement (Ex. A) Art. 6).

17. GeoSonics breaches of the Subconsultant Agreement and Prime Contract damaged NV5.

WHEREFORE, NV5 respectfully requests that this Court: (1) enter judgment for the NV5 and against GeoSonics for breach of contract; and (2) award NV5 its damages, together with any applicable interest, including, but not limited to, pre- and post-judgment interest, attorneys' fees pursuant to Articles 15 and 27 of the Subconsultant Agreement, and costs, and any other relief that this Court deems just and proper.

COUNT 1 – CONTRACTUAL INDEMNITY

18. NV5 hereby realleges, reasserts, and incorporates by reference the allegations contained in Paragraphs 1 through 12 of this Crossclaim as if fully restated in this paragraph.

19. Pursuant to Article 15 of the Subconsultant Agreement, entitled "Indemnification," GeoSonics agreed to indemnify and hold harmless NV5 as described in detail in that article. (Subconsultant Agreement (Ex. A) Art. 15).

20. As a result of Plaintiffs' Complaint, GeoSonics owes NV5 indemnity and is required to hold NV5 harmless.

21. NV5's indemnity damages are reasonable.

WHEREFORE, NV5 respectfully requests that this Court: (1) enter judgment for the NV5 and against GeoSonics for contractual indemnity; and (2) award NV5 its damages, together with any applicable interest, including, but not limited to, pre- and post-judgment interest, attorneys' fees pursuant to Articles 15 and 27 of the Subconsultant Agreement, and costs, and any other relief that this Court deems just and proper.

COUNT 3 – COMMON LAW INDEMNITY

22. NV5 hereby realleges, reasserts, and incorporates by reference the allegations contained in Paragraphs 1 through 12 of this Crossclaim as if fully restated in

this paragraph.

23. As part of its involvement in the Eighty-Seven Park project, NV5 retained GeoSonics as a subconsultant for the Project to provide services that included onsite and remote vibration and noise monitoring services, and other professional services.

24. Pursuant to Plaintiffs' Complaint, Plaintiffs allege that excessive vibration during construction of the Eighty-Seven Park Project contributed to the collapse of CTS.

25. Because GeoSonics was the subconsultant responsible for monitoring vibrations during the construction of the Eighty-Seven Park project, all or part of the Plaintiffs' damages resulting from the Plaintiffs' allegations (if valid and proven true) are, or may be, attributable to GeoSonics.

26. NV5 neither caused nor contributed to the damages claimed by the Plaintiffs and is wholly without fault as to Plaintiffs' alleged damages.

27. NV5's liability, if any, to Plaintiffs' based on GeoSonics's services on the project is technical, vicarious, constructive or derivative and, if proven, could only be based upon the actions, inactions, or other wrongdoing of GeoSonics based on the special relationship that exists between NV5 and GeoSonics and the allegations of strict liability and a non-delegable duty asserted by Plaintiffs..

28. If it is determined that Plaintiffs should recover damages against the NV5 resulting from GeoSonics's services on the project, then GeoSonics is required to indemnify NV5 and NV5 shall be entitled to recover those damages from GeoSonics.

WHEREFORE, NV5 respectfully requests that this Court: (1) enter judgment for the NV5 and against GeoSonics for common law indemnity; and (2) award NV5 its damages, together with any applicable interest, including, but not limited to, pre- and post-

judgment interest, attorneys' fees, and costs, and any other relief that this Court deems just and proper.

COUNT 4 – NEGLIGENCE

29. NV5 hereby realleges, reasserts, and incorporates by reference the allegations contained in Paragraphs 1 through 12 of this Crossclaim as if fully restated in this paragraph.

30. At all times material to this action, GeoSonics owed a duty to NV5 to undertake and perform its services in accordance with the standards and practices of the industry and exercise a reasonable degree of skill and care to ensure that the Eighty Seven Park project would not adversely effect CTS and comply with the requirements of applicable building codes and other local and nation codes, proper and approved construction plans and specifications, and proper construction practices and industry standards.

31. To the extent that Plaintiffs' allegations are valid and proven true, GeoSonics breached its duty to NV5, and was carless and negligent in performing its services in accordance with the applicable building codes and other local and national codes and failing to employ good construction practice and industry standards.

32. To the extent that Plaintiffs' contentions are correct, GeoSonics's negligence was the actual and proximate cause of damages to NV5, who retained GeoSonics as a subconsultant for the Eighty-Seven Park project to provide, *inter alia*, vibration monitoring services.

33. As a direct and proximate result of GeoSonics's negligence, NV5 has and will continue to suffer damages.

WHEREFORE, NV5 respectfully requests that this Court: (1) enter judgment for NV5 and against GeoSonics for negligence; and (2) award NV5 its damages, together with any applicable interest, including, but not limited to, pre- and post-judgment interest attorneys' fees and costs, and any other relief that this Court deems just and proper.

COUNT 5 – CONTRIBUTION

34. NV5 hereby realleges, reasserts, and incorporates by reference the allegations contained in Paragraphs 1 through 12 of this Crossclaim as if fully restated in this paragraph.

35. Because NV5 retained GeoSonics to perform, *inter alia*, onsite and remote vibration monitoring services, all or part of Plaintiffs' damages resulting from Plaintiffs' allegations are, or may be, attributable to GeoSonics.

36. Florida Statutes Section 768.31 states that "Except as otherwise provided in this act, when two or more persons become jointly or severally liable in tort for the same injury to person or property . . . there is a right of contribution among them even though judgment has not been recovered against all or any of them." Fla. Stat. § 768.31(a).

37. NV5 disagrees with any theory of joint and several liability put forth by Plaintiffs and contends that comparative fault must be applied to all of Plaintiffs' causes of action; however, in the event that it is determined that the parties are jointly and severally liable, whether through theories of a non-delegable duty, strict liability, or otherwise, NV5 is entitled to contribution from GeoSonics for the portion of relative fault attributed to it.

WHEREFORE, NV5 respectfully requests that this Court: (1) enter judgment for NV5 and against GeoSonics for contribution; and (2) award NV5 its damages, together with any applicable interest, including, but not limited to, pre- and post-judgment interest attorneys' fees and costs, and any other relief that this Court deems just and proper.

DEMAND FOR JURY TRIAL

NV5 demand a jury trial.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on March 29, 2022, a true and correct copy of the foregoing has been furnished by electronic mail through the Florida Courts E-Filing Portal to all counsel of record.

COLE, SCOTT & KISSANE, P.A.
9150 S. Dadeland Boulevard, Suite 1400
Miami, FL 33156
Tel.: 305-350-5331
Fax: 305-373-2294
Email: George.Truit@csklegal
Email: Ryan.Charlson@csklegal.com

By: /s/ George R. Truitt
GEORGE R. TRUITT
FBN: 963356
RYAN M. CHARLSON
FBN: 95033

Exhibit A

to

**NV5's Answer and Affirmative Defenses to Plaintiffs'
Consolidated Third Amended Class Action Complaint**

Unit Number	Unit Owner
1001	Claudio Bonnefoy, trustee of the Claudio Bonnefoy Family Trust dated 07.21.1997 as amended, as to an 80% interest and Maria Obias-Bonnefoy, trustee of the Maria Obias-Bonnefoy Revocable Trust dated 03.13.2007 as to 20% interest as Tenants in Common
1001	Perla Maya De Mondlak
1002	Cherry 1002, LLC
1002	Enrique Kopel
1002	Enrique Kopel
1002	Chana Gizunterman de Kopel
1002	Citypoint Management Corp (a Panamanian Corporation)
1002	Valdosta Enterprises, Inc. (a Panamanian Corporation)
1003	Francesco Cordaro and Rosalia Cordaro (husband and wife)
1003	Alpha Brokers Consultants, Inc. (a Florida corporation)
1003	Moris Moreno and Melany Moreno
1003	TBD
1003	Lazaro Bekerman & Rosa Bekerman
1003	Arnost Sterba and Ruzena Sterba
1004	TBD
1004	Arnost Sterba and Ruzena Sterba
1005	Emilia Mattei
1005	Viviana Faerman
1005	Luis Stein and Perla Stein
1005	Edgar Ernesto Branger Moreno
1006	Ricardo D. Alvarez and Hortensia Alvarez (husband & wife) and Susana Alvarez
1006	Edward Wiener
1006	Marsha Wiener (as trustee of the Marsha Wiener Revocable Trust dated 05.26.2000)
1006	Marsha Wiener
1006	Gayle Serba (representative of the Estate of Katrine Bursheim)
1006	John Lowell Bursheim
1006	Victoria Martin
1007	Bernd Nufer
1007	ALCO, S.A. (a Panamanian corporation)
1008	Isaac Rudy and Rosalie Rudy (husband & wife)
1008	Tomas Mozer
1008	Gabriel Mozer and Elizabeth Mozer
1009	Manuel Drezner and Edith Drezner
1009	Jay Goodfarb and Betty S. Goodfarb
1009	TBD
1009	Jay Cannistraci and Audrey Cannistraci
1009	Horacio Pedro Matheos and Nelly Patemo de Matheos
1010	Unityfam 1001 Corp (a Florida Corporation)

1010	Graciela M. Escalante
1010	Fausto Losana and Eugenia Losana
1010	Finatur World International Corporation (a Panamanian corporation)
1010	Dr. Fausto Losana Pelaez and Eugenia Losana
1010	Maria Josefa Del Moral Martinez
1010	Manuel Teper and Frida Teper
101	John Brecker and Heather Walters
101	Pedro P. Forment as trustee of the Pedro P. Forment Trust under unrecorded Trust Agreement dated 10.03.2008
101	Pedro P. Forment
101	Walter Elias and Lucy Elias
101	Wania Smale
101	Towertown Investments, S.A. (a Panamanian corporation)
1011	Ana C. Mora and Juan A. Mora, Jr.
1011	Ana C. Mora and Juan A. Mora, Jr.
1011	Claudia Hanstveit
1011	Raul H. Matallana as trustee of the Raul H. Matallana Living Trust under Agreement dated 01.28.2011
1011	Raul H. Matallana
1011	Ligia Bermudez
1012	Joel Waisglass, Sharon Blankenstein Waisglass and Daniel Figueroa trustees of the Champlain Towers Property Trust u/a/d 08.28.2019
1012	R. Blankenstein Enterprises Limited
1012	Lauralyn Investments, Inc. (a Florida corporation)
1101	Isaias Stawski and Guta Stawski
1102	Max Friedman and Ellen Friedman
1102	Jacko Mitrani
1102	Inversiones Lerca S.A., a Panamanian corporation
1102	Roberto Mitrani and Esther Mitrani
1102	Elizabeth Mozer
1103	Randy S. Rose as trustee of the Randy S. Rose Revocable Trust u/a/d/ 06.29.2006
1103	Luis M. Tapia and Delia Bolanos Tapia
1103	Luis M. Tapia
1103	Diana Wohlstein
1103	Ivan Wohlstein and Barbara Wohlstein
1104	SETFLORE LLC, (a Florida limited liability company)
1104	Rosa Maria Escagedo as trustee of the Rosa Maria Escagedo Revocable Trust u/a/d 10.30.2003
1104	Salomon Cohen and Viviane Cohen
1105	Deborah Soriano as trustee (and not individually), her Successor(s) as trustee(s) of the Deborah Soriano Revocable Living Trust, dated 09.19.2014 and any Amendments or Restatements Thereto
1105	Deborah Soriano Bendjouia
1105	MLG of Florida, LLC (a Florida Limited Liability Company)

1105	Deutsche Bank National Trust Company, as trustee for Holders of the BCAP LLC Trust 2007-AA3
1105	Peter Noda and Linda Noda
1105	Taichi Properties, Inc. (a Panamanian corporation)
1106	Adalberto Aguero and Nieves Isabel Aguero (husband/wife)
1106	Aldalberto Aguero and Nieves Isabel Aguero (husband/wife)
1106	Angela Lopez
1106	Angela Lopez, Mary Estok and Adalberto Aguero as trustees of the Angela Lopez Revocable Trust II dated 07.21.2010
1106	Amable Lopez and Angela Lopez
1106	Emery Holzl and Jeanne Holzl
1106	ALCO, S.A. (a Panamanian corporation)
1107	Teralba, Inc. (a Florida corporation)
1107	Roger Lepine
1107	Trimax, Inc. N.V. (a Netherlands Antilles corporation)
1108	TBD
1108	Terol Anstalt, a Liechtenstein corporation
1108	Trimax, Inc. N.V. (a Netherlands Antilles corporation)
1109	Sofia Kress and Nancy Kress, as joint tenants with right of survivorship
1109	Jacinto Malo and Marcela Barria de Malo (wife)
111	Rosa A. Quesada
111	Philip Scaturro and Luis A. Contreras
111	Judith M. Rogers
111	Hemlock Hills Realty Corporation (a New York corporation)
111	Maxime J. Ribera and Huguette Ribera
1110	Iosif Khaflzov joined by his wife Svetlana Levieva
1110	Roberto Milner and Diane Milner (husband/wife)
1110	Enrique Fefer
1111	Maricela P. Prieto
1111	Luis A. Poj and Manuel Poj each owning a 50% interest as tenants in common
1111	Bernardo POJ and Teresa Levin de Poj (wife)
1112	Annette Goldstein
1112	Nathan Goldist and Sara Goldist (wife)
112	Zababa Champ, LLC (a Florida limited liability company)
112	Zababa Holding, LLC (a Florida limited liability company)
112	Matilde F. De Zaidenweber
112	Jose Zaidenweber and Matilde F. De Zaidenweber
201	Real Pare and Denyse Breault Pare (husband/wife)
201	Real Pare and Denyse Breault Pare
201	Mariane Ling and Fabiano Saraiva (wife/husband)
201	Ignacio J. Ayala and Antonia Ayala (wife)
201	Michael E. Rowe and Carol Rowe (wife)
201	Miguel Garcia and Gloria Garcia (wife)
201	Jorge Acosta and Natalie Barbara Acosta (wife)

201	Arthur M. Halvajian and Araxy Halvajian (wife)
201	Milany Company N.V. (a Netherlands Antilles corporation)
202	Ryan Wolf and Cort Moritz (wife/husband)
202	Corina Topp as to a life estate and Abraham Topp and Bernard Topp, as joint tenants with right of survivorship
202	Manuel Topp and Corina Topp h/w
202	Jerome N. Gavcovich and Lois Gavcovich (wife)
202	Jorge Acosta and Natalie Barbara Acosta (wife)
202	Arthur M. Halvajian and Azniv Halvajian, as Joint Tenants with rights of survivorship
203	Magda Castineyra
203	Gonzalo G. Torre and Maria G. Torre (wife)
204	Eugenia Szpul De Acevedo, Paul Szpul and Clara Szpul
205	Chandra Korakakos
205	Jorge L. Vera and Iraidia Vera (wife)
205	Alicia M. de Quiroga
206	Felix O. Birba and Ivette A. Birba (wife)
206	Hillsborough Capital Inc., a British Virgin Islands company
206	Luis Alberto Rodas
206	Maria D. Santos
206	TBD
206	Damian Fernandez
206	George J. Orphanos and Sofia Orphanos (wife)
207	Benfort Holdings LLC, a Florida limited liability company
207	Rodrigo Seleem Cache and Jacqueline Patoka (wife)
207	Yalexis Lorenzo
207	Clara Morjain, Regina Hequin, Isolina Karpel, and Rosa Lisitzky, tenants in common
207	Victoria Gurwitz, a life estate and the remainder to Clara Morjain, Regina Hequin, Isolina Karpel, and Rosa Lisitzky as tenants in common
207	Yako Morjain and Clara Morjain (wife)
207	Aldo Tamiozzo Ragusa and Emma Astor De Tamiozzo (wife)
207	Steve Bernstein and Barbara Bernstein
207	Isaac Rajman, Abram Gavcovich, Bernard Gavcovich
209	Hernan M. Yellati and Mara Chouela (husband/wife)
209	C. Marshall Friedman Bonnie Friedman (husband/wife)
209	C. Marshall Friedman, trustee and His Successors in Trust under Trust Agreement of C. Marshall Friedman, dated 09.08.1994, known as the C. Marshall Friedman Lifetime Trust, as Thereafter Amended, as to a 50% Interest and Bonnie N. Friedman as to a 50% Interest, as tenants in common
209	Lucy Estrin trustee of The Lucy Estrin Trust dated 02.25.1997
209	Lucy Estrin
209	Isaac Woginiak and Betty Woginiak (wife)
210	Lilian Fish and Graham Fish (wife/husband)

210	Arnold Wm. Rachman
210	James Douglass
210	Biswanad Malhoe and Boejharat Rajdei Malhoe (wife)
211	Raymond Urgelles and Mercedes F. Urgelles as trustees of the Urgelles Revocable Living Trust
211	Raymond Urgelles and Mercedes Urgelles (husband/wife)
211	2732-8970 Quebec, Inc. of the Country of Canada, Province of Quebec
211	J. M. Chabot
211	Ignacio Pedro Galarraga
212	Mark Rosenberg, as trustee of the ECR 7-17 Trust under Trust Agreement dated 07.31.2017
212	TBD
212	Yako Morjain and Clara Morjain (wife)
212	Humberto Bambozzi and Amelia G. Bombozzi (wife)
301	Diane Cole
301	Howard Cole
301	Lydia Lapidus
301	Carlos Manresa and Norma Manresa (wife)
301	Gregory Kay
302	Arnold Notkin and Maria Caspi-Notkin (wife)
302	Catalina Gateno De Shrem
303	Jay Miller
303	Enrique Humberto Parafioriti and Paula Carina Kosc, as joint tenants with right of survivorship
303	Enrique Humberto Parafioriti and Paula Carina Kosc de Parafioriti (husband/wife)
303	Bayview Financial Exchange Services, LLC, Enrique Humberto Parafioriti
303	Anthony Beron and Brenda Giovannini (wife)
303	Stichting Pensioenfonds O.J. Holding, N.V.
303	Olivier J. de Jong
303	Albert F. Mastrianni and Carolyn Mastrianni (wife)
303	R.V. Development Corporation
303	Stefan I. Hajosi and Juana Medina de Hajosi (wife)
304	Angela Velasquez and Julio C. Velasquez (wife/husband)
304	Carmen D. Larrazabal and Gustavo Larrazabal
304	Susana Topp for life with remainder to her natural children (Vivian Topp Harris, Arno Topp and Victoria Topp)
304	Susana Topp
304	Damian Fernandez
304	Sara Laufer and Mario Laufer, as joint tenants with rights of survivorship
304	Andre Olti and Magda Olti (wife)
305	Sarita Harari as trustee of the Sarita Harari Revocable Trust
305	Sarita Harari
305	TBD
305	Ovadia Shrem as trustee

306 Diselca Investment Corp., a Florida corporation
 306 TBD
 306 Ceta Bigelman Bazyler
 306 Isaac Rajman and Clara Rajman (wife)
 307 Berta Wodnicki as to a Life Estate, with remainder interest to Henry
 Wodnicki and Jean Wodnicki (husband/wife)
 307 Morris Wodnicki and Berta Wodnicki (wife)
 307 Moises Chocron and Rica Chocron (wife)
 307 Alberto Palacios and Maria Juana Palacios (wife)
 308 Berta Wodnicki as to a Life Estate, with remainder interest to Henry
 Wodnicki and Jean Wodnicki (husband/wife)
 308 Morris Wodnicki and Berta Wodnicki (wife)
 308 Moises Chocron and Rica Chocron (wife)
 308 Alberto Palacios and Maria Juana Palacios (wife)
 309 Paolo Longobardi and Anastasiya Longobardi (husband/wife)
 309 Nelson A. Fonseca and Myriam B. Fonseca (wife)
 309 Compania Intercontinental de Valores, S.A., a Panamanian Corporation
 309 Jacques Aghion and Becky Aghion (wife)
 309 1856-0409 Quebec, Inc. (50% interest) and 1856-0417 Quebec, Inc. (50%),
 under the laws of the Province of Quebec, Canada
 309 Antonio Franchini and Mabel C. Franchini (wife)
 310 310 Surfside LLC (a Florida limited liability company)
 310 Jorge Bruno and Carmen Bruno (husband/wife)
 310 Roxana Bruno and Carmen Bruno
 310 Armando Montalvo and Miriam Montalvo (wife)
 310 Dale Brown
 310 Barbara F. Fernandez-Pla
 310 Dr. Restituto Fernandez-Pla and Barbara F. Fernandez-Pla (wife)
 310 Andre Olti and Magda Olti (wife)
 311 Richard G. Roviroso as trustee of the Richard G. Roviroso Revocable Trust
 u/a/d 02.04.2011 and Maria T. Roviroso as trustee of the Maria T. Roviroso
 Revocable Trust u/a/d 02.04.2011
 311 Richard G. Roviroso and Maria Teresa Roviroso (husband/wife)
 311 Roberto Gunczler and Mireya Gunczler (wife)
 311 Zelio Eckstein and Magda Eckstein (wife)
 312 Richard G. Roviroso as trustee of the Richard G. Roviroso Revocable Trust
 u/a/d 02.04.2011 and Maria T. Roviroso as trustee of the Maria T. Roviroso
 Revocable Trust u/a/d 02.04.2011 as tenants in common
 312 Richard G. Roviroso and Maria T. Roviroso (husband/wife)
 312 Compania Intercontinental de Valores, S.A., a Panamanian Corporation
 312 Marcelino Pacho and Florence B. Pacho (wife)
 312 Juan B. Negro and Liliana Negro (wife)
 312 Gino De Zuane and Elvira Franchini de De Zuane (wife)
 401 Marina Azen and Norman H. Azen as joint tenants with the right of
 survivorship to Karla Harwich a/k/a Karla Azen

401	Marina Azen
401	Guillermo N. Leon
401	Humberto G. Jenco and Elizabeth Junco (wife)
401	Davfrid Corporation, a Panamanian corporation
402	MIC, LLC, a Florida limited liability company
402	Mayajigua Limited, A. B.V.I. Corporation
402	Martha A. Leff
402	Diana M. Feldman and Sergio D. Feldmen (husband)
402	Eugenia B. Perez
402	Carlos Alberto Hermida and Lina E.L. De Hermida (wife)
403	Difasu USA Inc., a Florida corporation
403	Difasu USA Inc., a Florida corporation
403	Kurt Brief and Basia Brief (wife)
403	Edgar H. Stubbs and Josefina Stubbs (wife) and Florial Lopez and Esther Lopez (wife) as to an undivided 50% interest
404	Mihai Radulescu and Maria Popa (husband/wife)
404	Matilde Zapata
404	Dario Alvarez
405	Ann Caserta as trustee of The Ann Caserta Living Trust dated 04.04.2013
405	Ann Caserta
405	Marcos M. Fefer
406	Julio J. Brener
406	Isaac Raijman, Abram Gavcovich, Bernard Gafcovich
407	Moshe Candiotti
407	Moshe Candiotti
407	164403 Canada, Inc., a Canadian corporation
407	Herbert J. Levin for life, remainder to Zaida Shlesinger Levin
407	Jaques Gateno
408	Daniela Silva
408	Harry D. Echeverria and Sonia A. Echeverria (wife)
408	Colori Internacional Sociedad Anonima, a Costa Rican corporation
408	Ovadia Shrem as trustee
409	John Turis and Susan Turis (husband/wife)
409	Shlomo Levy and Tamara Levy (wife)
409	Michael Feld, Gyorgyi Feld and Robert Kerr as trustees under Trust Agreement dated 03.17.1997
409	Luis Finkelsteain, Noemi Finkelstein and Enrique Finkelstein as joint tenants with right of survivorship
409	Enrique Finkelstein
409	Elvia Ratner
409	Gestion J. G. Cadieux Inc., a Quebec corporation
410	Regina Behar and Esther Altaras Meyers as joint tenants with rights of survivorship
410	Regina Behar and Esther Altaras Meyers as joint tenants with rights of survivorship

410	Regina Behar
410	Melissa Marchand and Mark S. Blaskey trustees of the Irene A. Richter Irrevocable Agreement of Trust dated 06.28.2005
410	Esteban Sperber and Katarina Sperber (wife)
411	Beach Residential Investments LLC
411	Clemente L. Vazquez-Bello and Margarita S. Vazquez-Bello (husband/wife)
411	Esther Moyal
411	Rosi Investments, N.V., a Netherlands Antilles corporation
411	Zelio Eckstein and Magda Eckstein (wife)
412	Miguel Angel Pazos and Elena Pazos (husband/wife)
412	Arnaud De Volontat
412	Arnaud De Volontat and Joelle De Volontat (wife)
412	Laura Roxana Rotondo
412	Rosi Investments, N.V., a Netherlands Antilles corporation
412	Roberto A. Rotondo & Eduvigis P. De Rotondo (wife)
501	Gino Cattarossi and Graciela Cattarossi (wife)
501	Marely Fuquen
501	Samuel Zabner and Henrietta de Zabner (wife)
502	8777-502 Collins Avenue, LLC
502	Alexandre Platonov and Soussanna Platonova (wife)
502	Maria Helena Castagna Thornburgh
502	Eric Zuili and Carole Zuili (husband/wife)
502	CTS Unit 502 LLC
502	Morris Liberman and Rivka Liberman (wife)
503	Kenneth R. Mayhew and Magaly C. Mayhew, as trustees of the Kenneth & Magaly Mayhew Family Trust dated 01.12.2010
503	Kenneth R. Mayhew and Magaly C. Mayhew (husband/wife)
503	Oscar Alfredo Soria and Maria Del Carmen Ocana De Soria (wife)
504	8777 BC Holdings, LLC (a Florida limited liability company)
504	Search Holdings, Inc. (a Florida corporation)
504	Alpha Brokers Consultants, Inc. (a Florida corporation)
504	Sergio S. Lozano
504	Mark Alonso and Maryann Serralles Alonso (husband/wife)
504	Mateas Saraga and Julieta Menadjed (wife)
504	Judith Wasserman de Wolf
505	Steve Dixon and Mary McGraw (husband/wife) as joint tenants with rights of survivorship
505	Los Cuatro Caminos, LLC (a Florida limited liability company)
505	Jose V. Diaz and Ileana Diaz, as joint tenants with full rights of survivorship
505	Ileana Diaz
505	Alan Waserstein & Trustee
505	Victor E. Diaz and Ilena Diaz and Jose V. Diaz all as joint tenants with rights of survivorship
505	Ibolya Schmerz
506	Zulia R. Taub

506	Julio Fernandez and Zulia R. Taub
506	Gilda Maria Roitman
506	Giovanni Belussi and Katarina Benco de Belussi (wife), Ginnea Belussi
	Benco and Danny Vincenzo Monticelli Belussi as joint tenancies with rights
	of survivor
506	Paul Krenik and Fanny Krenik (wife)
506	Vivian Olty
507	Emanuel Grauer and Eugenia Grauer (wife) and Leopoldo Grauer
508	Caya Homes & Investments Corp
508	Alejandro J. Pena Gonzalez and Mary P. Castro Barrio (husband/wife) as to
	a life estate Paula Pena, Sebastian Pena and Alex Federico Pena
508	Alejandro J. Pena Gonzalez and Mary P. Castro Barrio (husband/wife)
508	Third Federal Savings and Loan Association of Cleveland
508	Jorge Ricardo Elias and Maria L. Elias (wife)
508	Aime Racicot and Monique Racicot (wife)
509	Leon Gorfinkel and Esther Gorfinkel (wife)
509	Eclair Properties N.V., a Netherlands Antilles Corp
510	Platinum One LLC, a Florida limited liability company
510	Maria Angelica Martinez
510	Cordoba Entertainment Group, Inc.
510	Claudia Marcela Pulgarin and Mauricio Pieschacon
510	Israel PriscoInik and Sara PriscoInik (wife)
511	Richard Chiaraviglio and Maria A. Chiaraviglio (husband/wife)
511	Margaret Katz for a life estate. Upon her death, the remainder goes to Aaron
	J. Katz
511	Margaret Katz
511	Maricela P. Maury
511	Maricela P. Maury
511	Maricela P. Maury-Prieto and Armando H. Maury as joint tenants with full
	rights of survivorship and not as tenants in common
511	Regla, Inc., a Florida Corporation
511	Harvey R. Horowitz and Suzanne R. Horowitz (wife)
511	Fabrizio Menghini and Lina Menghini (wife)
511	Samuel Syrquin and Esther J. De Syrquin (wife)
512	Ovalina, LLC (a Florida limited liability company)
512	Ruth Shrem Benoliel
512	Catova, L.C.
512	Ovadia Shrem and Catalina Gateno de Shrem (wife)
601	Maricela P. Maury
601	Eduardo Fabricio Ojeda Vargas
601	Eduardo Fabricio Ojeda Vargas
601	Elisabete Silva Ojeda and Francisco Xavier Ojeda (husband)
601	Thomas Jess Anderson
601	Thomas Jacobsen as trustee
601	Eric Seinfeld

602	Hilda Noriega as trustee of the Hilda Noriega Living Trust dated 09.27.2016
602	Joseph Noriega and Hilda Noriega (wife)
602	Carlos Diaz and Maria Jose de Diaz (wife)
602	Rubiela Trading Corporation
602	Benedykt Szytycer and Tamara Szytycer (wife)
603	Kevin Spiegel
603	CAM Real Estate XII, LLC
603	HMC Assets, LLC solely in its capacity as Separate Trustee of CAM XII Trust
603	Alina Alvarez Alzugaray
603	Albert Eskenazi
603	Pearl Sarna Taller
603	Ladislao Wohlstein
604	Michael Olla and Perla Olla (wife)
604	Zygmunt Rotter and Anna Rotter (wife)
605	Alfredo Lopez and Marian Smeraldi (wife)
605	Felix Fefer and Rita Fefer (wife)
606	Elmaber, LLC, a Florida limited liability company
606	Estate of Concettina R. Maio
606	Concettina Maio
606	Manek Grauer and Maria Grauer (wife)
607	Susana M. Rodriguez
607	Federico Barker and Julie H Barker
607	Henryk Friedwald and Halina Friedwald (wife)
608	Cristina Schwarz
608	Alberto G. Manrara and Maggie A. Manrara (wife)
608	Alberto G. Manrara and Maggie A. Manrara (wife) and Carmen Manrara, as joint tenants with rights of survivorship
608	Alberto G. Manrara and Maggie A. Manrara (wife)
608	Florette Nessim
608	Florette Nessim and Heli Nessim
608	Michelle Bernardazzi
608	Maria Cristina Storni
608	Antonio Storni, Maria Cristina Storni and Carlos A. Storni
609	Francisco J. Valdes and Maria Elena Valdes trustees of the Valdes Family Trust
609	Francisco J. Valdes and Maria Elena Valdes (husband/wife)
609	Joel Michael Klinger and Lawrence Paul Klinger, as tenants in common
609	Joel Michael Klinger
609	Rosalyn Klinger as trustee of the Rosalyn Klinger Revocable Trust dated 03.03.1998
609	Rosalyn Klinger
609	Anglo Mercantile, S.A., a Panamanian corporation
610	Luis Pelaez and Maray Ortiz, as co-trustees of the Pelaez Revocable Trust U/A dated 05.21.2021

610	Luis Pelaez and Maray Ortiz
610	Adyleide Rivero
610	J. Carlos Quiroga and M. Pilar Quiroga (wife)
611	Maria I. Monteagudo
611	Michael M. Hansen and Karen Hansen (husband/wife)
611	Sunny Isles Investments, LLC
611	Jose Pelaez and Magda Pelaez (wife)
611	Gustavo Tames Jr. and Alicia Tames (wife)
611	Horacio P. Groisman and Judit A. Groisman (wife)
611	Carlos Strallnikoff and Rosa Susana Strallnikoff (wife)
611	Moises Rotbart and Silvia Rotbart (wife)
612	Olmsted Corporation, a BVI Company
612	Herbert C. Zemel and Evelyn J. Zemel (wife)
612	Elias Moskona and Claudine Moskona (wife)
612	Clamel Corporation, N.V., a Netherlands Antilles corporation
701	Reginald A. Long and Lisa D. Love (husband/wife)
701	Salomon Cohen and Maria J. Cohen (wife)
701	Ovadia Shrem and Catalina Gateno de Shrem (wife)
702	Frank Kleiman and Jay Kleiman
702	Sofia Kress (unremarried widow) and Nancy Kress as tenants in common
702	George Matz and Katherine Dorfman (wife)
702	Katherine Dorfman
702	Glen W. Gilson, II trustee
702	Carol Masterson
702	Jose A. Manzur and Patricia Juan de Manzur (wife)
703	True Honor Holdings, LLC, a Florida Limited Company
703	Rosanna Maria Bo Pena
703	James A. Kovacs and Pierina Chiesa (husband/wife)
703	Alberto Caro and Maria Caro (husband/wife)
703	Lidia Chadin Finkelstein and Ana Malvina Chadin Finkelstein
703	Miriam F. de Chadin
703	Victor Chadin and Miriam Finklestein De Chadin (wife)
704	Leon Oliwkowicz, as to the life estate, and Oscar Oliwkowicz (with remainder interest)
704	JAI, Inc. a Florida corporation
704	Champlain, Inc., a Florida corporation
704	Radu Vasilescu and Anny de Vasilescu (wife)
705	Steve Rosenthal
705	BK Kenilworth, Inc.
705	TBD
705	Ernest Kern and Marylyn Kern (wife)
705	Ernest Kern
705	Ernest Kern and Jean Kern (wife)
706	Alberto L. Apfelbaum ad Julieta A. Apfelbaum
706	Maria Barreto

706	Ovsii Kimelman Berlin
707	Jaqueline F. Dutra
707	Jose Guerrero and Maria Paz Guerrero
707	Beatriz Guerrero Gomez
707	Jose Guerrero and Maria Paz Guerrero (wife)
707	Michael Miller and Niki Miller (wife)
708	Mario Marcelo Pena and Rossanna Pena
708	Steve Medalsy (70%) and Annick Bouhadana (30%) as tenants in common
708	Norma Baldassare
708	Gerladine Taddeo as trustee
709	Neal Kenneth Godt and Debra Lou Godt (husband/wife)
709	Osvaldo Utrilla
709	Peter Bajdor and Rosa Mara Bajdor (wife)
709	Jonas Dworin and Maria Dworin (wife)
709	Rigoberto H. Aragon-Fierro
710	Besan, LLC, a Florida limited liability company
710	Samuel Schwartzbaum and Sofia Schwartzbaum (wife)
710	Aaron Teper, Samuel Damm and Luis Epelbaum
711	Mayra E. Santana (50%) and Armando P. Santana and Olga L. Santana (50%)
711	Rosana Marchelli
711	Renate Lustgarten a/k/a Renate Stecherl de Lustgarten as trustee U/A dated 06.14.1993 and with Diana Lustgarten Diaz to be the successor trustee upon the death, disability or resignation of Renate Lustgarten
711	Renate Lustgarten
712	Nancy K. Kleiman
801	Manuel V. La Font
801	Manuel V. La Font, Jr.
801	Manuel V. La Font, Jr. and Grisel Martos
801	Manuel V. La Font, Jr.
801	Carmen M. Barquin as tenant for life to Rita Barquin
801	Carmen M. Barquin
801	Cecilia M. Dos Ramos de Sousa
801	ALCO, S.A., a Panamanian corp
802	La Comparsita, LLC
802	Victoria Imperioli, Michael Imperioli (husband/wife) and Raisa Chlebowski
802	Iosif Khnfizov and Svetlana Levieva (husband/wife)
802	Mikhael, LLC, a Florida limited liability company
802	Aaron Dayan
802	TBD
802	Jose Dayan M. and Sammy Dayan M., as tenants in common
802	Zelik Worthalter and Etkka Worthalter (wife)
803	Rodrigo Selem Cache
803	Rodrigo Selem Cache and Juana Maria Selem Cache joint tenants with right of survivorship

803	Lucila Beech
804	Adal Holdings, LLC, a Florida limited liability company
804	Israel Sadovnic and Edith Brief de Sadovnic (wife)
804	Israel Sadovnic and Edith Brief de Sadovnic (wife) and Kurt Brief and Basia Korner de Brief (wife)
804	Carlos M. Strallnikoff & Rosa Susana Munichor (wife)
804	City National Bank of Miami
805	Margarita Brito
805	Lazaro Kozolchyk and Olga Kozolchyk
805	Rebeca Posner and Susan R. Mayer as joint tenants with the right of survivorship (1/3) and to Rebeca Posner and David J. Mayer as joint tenants with the right of survivorship (1/3) and Rebeca Posner and Rafael Mayer as joint tenants with the right of survivorship (1/3)
805	805, Inc., a Florida corporation
806	Philippe D. Naim and Margarita Champin (wife)
806	Dominique James Corpora
806	James M. Corpora
806	TBD
806	Jorge A. Alvarez
806	Jon J. Prager
807	8777-502 Collins Avenue, LLC
807	Akron Investment, Inc., a Florida Corporation
807	Banus Corporation N.V., a Netherlands Antilles Corporation
808	Ada C. Lopez, as trustee of the Ada C. Lopez Revocable Trust, dated 06.29.1995
808	Ada Lopez
808	170884 Canada, Inc., a Canadian corporation
808	L.N. Carr Investments, Inc., a Florida Corporation
808	Jose Luis Aguia and Rosalba Florez de Aguia (wife)
809	Vladimir Galkin and Angelica Galkin (99%) and Thomas Shealy and Galina Galkin (1%) together and tenants in common
809	Salomon Mitrani and Nury Mitrani (husband/wife)
809	Bosch Holdings, Inc., a Florida Corporation
809	Sara Pollak as trustee
810	Synchro Prologist LLC, a Florida Limited Liability Company
810	Isaac Berezdivin and 8777 Collins Avenue, Apt. 810, a Florida corporation
810	Isaac Berezdivin and Javier Berezdivin
810	Abraham Berezdivin and Eugenia Berezdivin (husband/wife)
810	Donato Joaquim Alferes
810	Marco A. Lopez and Liliana Rodriguez as joint tenants
810	Abraham Wasserman and Dora Wasserman (husband/wife)
811	Moises Berezdivin and Diana Berezdivin (wife)
811	Panachamp, S.A., a Panamanian Corporation
812	Moises Berezdivin and Diana Berezdivin (wife)
812	ALCO, S.A., a Panamanian corporation

901	David Epstein
901	Edward Rimland
901	Eliane Elias
901	Debora M. Alvarez as trustee of the Debora M. Alvarez Trust Agreement dated 09.15.2003
901	Carlos Alberto Diaz and Maria Jose Rego Mosqueira (wife)
901	Salomon Laiter Liubeckaite
901	Salomon Laiter Liubeckaite and Abraham Jacobo Laiter Liubeckaite, as tenants in common
901	Arnold Laiter and Beile Laiter (wife)
902	Lilac Invest Limited, a British Virgin Island company
902	Champlain Investments Venture, Inc., a Florida corp and Gracia Ezra
902	Raul R. Forgach and Estela S. de Forgach (husband/wife)
902	Helen Yoel and Ira Gelnik
903	Antonio Lozano and Gladys M. Lozano (wife) remainder to their son Sergio S. Lozano
903	Antonio Lozano and Gladys M. Lozano (wife)
903	Edmond Archambault
903	Sam Izbiky and Betty Izbiky (husband/wife)
904	Jose A. Gonzalez and Maria Gonzalez (wife)
904	Valdor Services Corporation, a Florida corporation
905	Oren Cytrynbaum
905	Rita M. Pereda and Joseph Franco as joint tenants with right of survivorship
905	Francisco E. Pereda and Rita M. Pereda (wife)
905	Mordco Peicher and Riva Peicher (wife)
906	Odex Capital Investment, Corp
906	Oren Cytrynbaum
906	Realty Group Construction LLC
906	Nelson Gonzalez Sr. and Martha Milian a/k/a Martha Gonzalez (wife) and Nelson Gonzalez Jr. and Yvette Gonzalez (wife) as joint tenants with rights of survivorship
906	Yvette Gonzalez and Nelson Gonzalez, Jr.
906	Nelson Gonzalez Sr. and Martha Milian a/k/a Martha Gonzalez (husband/wife)
906	Nelson Gonzalez
906	TBD
906	Peter Bajdor and Rosa M Bajdor (wife)
906	Luis Hernandez and Irma Hernandez (wife)
906	Sogema, Inc.
907	Raysa M. Rodriguez
907	Nicolas Alejandro Aizenstat (75% ownership) and Marisabel Seidman (25% ownership)
907	Elsa F. Marini de Boltshauser
907	Hugues Balit
907	Lyonelle M. Betances

908	Yadira Santos
908	Hela Rosa Lew trustee under Revocable Trust dated 12.15.1993
908	Hela Rosa Lew
908	Fasce Ltd., a Cayman Islands Corporation
908	Carlos Rizo-Patron and Maria Antonieta Rizo-Patron (wife)
908	Isaac Gernstein and Sonia Gernstein (wife)
908	Truex Corporation
908	Davfrid Corporation, a Panamanian corporation
909	Julie Benrey Ojalvo
909	Sergio Zeligman Perkal and Denise Milhem Acrich (wife)
909	Simon Segal Getzug as successor-trustee under the Zeligman-Milhem Trust Fund
909	Mario Zeligman Perkal as trustee under the Zeligman-Milhem Trust Fund
909	Loco Trade of Fla. Corp., a Florida corporation
910	David Herskowitz and Avi Pollock as tenants in common
910	Mirta Mendez as trustee of the Mirta Mendez Declaration of Trust dated 02.26.2001
910	Mirta Mendez as trustee of the Mirta Mendez Declaration of Trust dated 02.26.2001
910	Mirta Mendez
910	Mirta Costa
910	James Burton and Jessica Burton (wife)
910	Richard Goihman and Ivonn Goihman (wife)
910	Eduardo Milhem and Esther de Milhem (wife)
910	Maipa Investments N.V., a Netherlands Antilles corporation
911	Magaly Barrera Delgado
911	Albert Eskenazi
911	Unit 911 Champlain, Inc., a Florida corporation
911	Jacobo Haime and Betty Haime (wife)
911	Freygod Incorporated, a Panamanian Corporation
911	National Bank of Florida
911	City National Bank of Miami
912	Guzman Gonzalo Torre and Maria G. Torre trustees, and their successors in interest, under the Guzman Gonzalo Torre Living Trust dated 07.08.2014, as to an undivided 50% interest, and Maria G. Torre and Guzman Gonzalo Torree trustees and their successors in trust under the Maria G. Torre Living Trust dated 07.08.2014 as to the remaining 50%
912	Gonzalo Torre and Maria Torre (wife)
912	Louis I. Wachsberg and Sonia Wachsberg (wife)
PH-1	Maggie A. Manrara as trustee of the Maggie A. Manrara Declaration of Trust of 09.15.2008
PH-1	Ada C. Lopez as trustee of the Ada C. Lopez Revocable Trust dated 06.29.1995 as amended
PH-1	Silvia Laucirica as trustee of the Silvia Laucirica Revocable Trust dated 06.29.1995

PH-1	Maria R. Wilson
PH-1	Maria R. Wilson and Raymond M.J. Verhelst
PH-1	Luz Stella Mantilla Rubio
PH-1	Nidia Velez de Montoya
PH-1	Poliex Trading N.V., a Netherlands Antilles Corp
PH-10	Richard Augustine as trustee of the Augustine Revocable Trust u/a/d 02.17.2003, as amended
PH-10	Richard Augustine (surviving spouse)
PH-10	Carole Augustine
PH-10	Richard Augustine and Carole Augustine (husband/wife) and Brent A. Lozano together as joint tenants with rights of survivorship
PH-10	Richard Augustine and Carole Augustine (husband/wife), as tenants by the entirety
PH-10	Richard Augustine
PH-10	Jose Reines and Lili Reines (wife)
PH-11	Joseph Blasser and Elena C. Blasser (husband/wife)
PH-11	Borton Investments S.A., a Panamanian corporation
PH-11	Luis Rosenthal and Alicia Rosenthal (husband/wife)
PH-11	Borton Investments S.A.
PH-11	Luis Rosenthal and Alicia Rosenthal (wife)
PH-12	Fialkov Enterprises Limited
PH-12	Leadway Investments, Inc.
PH-2	Alexandre Santos and Fabiana Santos (wife)
PH-2	Isnar S. Oliveira and Simone A. Oliveira (wife)
PH-2	Chil M. Diamant and Ann Diamant
PH-2	Boris Munichor and Sara S. de Munichor (wife)
PH-4	Raimundo R. Ximeno and Francis A. Ximeno, joint tenants with rights of survivorship
PH-4	Raimundo R. Ximeno
PH-4	S. Margarita Razo Cisneros
PH-4	1st International Group, Inc. (a Florida corp)
PH-5	Mayra Cruz
PH-5	Myriam Adler
PH-5	TiTi Properties, Inc., a Panamanian corporation
PH-7	Stella Koniecpolski
PH-7	Luisita Ambrosetti
PH-7	Michael Rosenberg and Betty Rosenberg (wife)
PH-8	Stella Koniecpolski
PH-8	Franrod Investment Company Limited, London, a British Corporation
PH-A	David Epstein and Bonnie Epstein (husband/wife)
PH-A	Pacific Coast Investment, Inc. (Panama)
PH-A	Carlos Manresa and Norma Manresa (husband/wife)
PH-3	Simon Segal
PH-3	David Egozi
PH-3	Moises Egozi

PH-3	1st International Group, Inc. (a Florida corp)
PH-6	Jorge A. Hernandez-Bustamante
PH-6	Norman Goldman and Marcia Goldman (wife)
PH-6	John Eure
PH-6	Herbert J. Levin for life, remainder to Zaida Shlesinger Levin
PH-6	Hugo Lampl
PH-9	Zyr, LLC (a Florida limited liability company)
PH-9	Paul Cohen
PH-9	Brian Uzzell and Diane Uzzell (wife)
PH-9	David Zabner and Luisa L. Zabner (husband/wife)
	All other CTS Unit Owners
Board Members	Name
	Blasser, Elena
	Brecker, John
	Brito, Margarita
	Chouela, Mara
	Escalante, Graciela (“Grace”)
	Espinosa, William
	Friedman, Max
	Forment, Pedro
	Goldstein, Anette
	Guerrero, Carla
	Guerrero, Cesar
	Levin, Nancy K.
	Manrara, Maggie
	Marrero, Al
	Mora, Ana
	Pena, Marcelo
	Santamaria, Alexandria
	Stewart, Scott
	Wodnicki, Jean
	All other CTS board members

Exhibit B

to

**NV5's Answer and Affirmative Defenses to Plaintiffs'
Consolidated Third Amended Class Action Complaint**

A. Tomassi Roof Testing, Inc.
ASAP Installations
Baker Concrete Construction, Inc
Biscayne Construction
Breiterman Jurado & Associates
C.A. Lindman
Campany Roofing
Can-Fla Development
CDPW, Inc. dba Complete Dewatering Pumps & Wellpoints (aka Holland Pump Company)
CEI, LLC
Chuck's Backhoe
City Engineering Contractors, Inc.
Complete Pump Service Co., Inc.
Concrete Protection & Restoration, Inc.
Craig A. Smith and Associates, Inc.
East of Collins Expediting
Eastman Aggregate
Engineering By-Design
Essig Pools, Inc
Florida Civil, Inc.
Fortin Leavy Skiles, Inc.
GeoSonics USA, Inc.
Greg Batista, PE
H. Vidal & Associates, Inc.
HJ Foundation Company / Keller North America
Independent Custom Railing Installations
Irish Tower, L.L.C.
J Le Electric, LLC
J. Bonfill & Associates
Jack Brown & Associates
Jaffer Well Drilling
Jeevan Tillit, East of Collins Expediting
JJI Supply, LLC
Just Perfect Landscaping
Essig Pools, Inc.
Kobi Karp Architecture and Interior Design, Inc.
M.J. Harrison Leasing, Inc. d/b/a Harrison Crane Service
MB Drilling Foundations Corp.
MWI Pump Corp
Nattel Construction, Inc.
O&S Associates, Inc.

Premier Fire Alarms & Integration, Inc.
Randall Fowler Engineering, Inc.
Reinforced Structures Inc.
Renzo Piano Building Workshop
Rhett Roy Landscape Architecture Planning, P.A.
Roof Surveys, Inc
RWDI Inc
Sammet Pools, Inc.
Sannat Investments, Inc.
Scott Dyer Architect, P.A.
Scott R. Vaughn, PE, LLC
Securitas Security Services USA, Inc.
Smartlink, LLC
Stantec Architecture
Tanenbaum-Harber of Florida
Thomas E. Henz, P.E., Inc
Tong Lee P.E.
VSN Engineering Inc.
West 8
Western Specialty Contractors
Western Waterproofing Company of America
Willcott Engineering, Inc
William Friedman & Associates Architects, Inc.
Board members and managers

Exhibit A

to

NV5's Crossclaim against GeoSonics

MASTER PROFESSIONAL SERVICES SUBCONSULTANT AGREEMENT

THIS AGREEMENT is made by and between NV5 KACO hereinafter, ("CONSULTANT") whose address is 14486 N Commerce Way, Miami Lakes, FL 33016 and GeoSonics ("SUBCONSULTANT") whose address is 6900 SW 21st Court, Davie, Florida 33317.

WHEREAS, CONSULTANT proposes to hire SUBCONSULTANT to perform services on various projects (hereinafter "Project"); and

WHEREAS, CONSULTANT and SUBCONSULTANT have agreed that the SUBCONSULTANT shall perform a portion of such work at one or more specified locations as directed by the Consultant;

NOW THEREFORE, the parties mutually agree as follows:

1. SUBCONTRACT DOCUMENTS. The subcontract documents consist of this Subcontract, any attachments hereto, and also include the Prime Contract insofar as it is applicable to define the scope of services or other performance required hereunder and all drawings, plans, specifications, appendices, addenda and exhibits, pertaining to either or both of the Prime Contract and the Subcontract, all as they may be amended from time to time. All of the other subcontract documents are hereby expressly incorporated by reference in this Subcontract and made a part hereof. The subcontract documents, including this Subcontract, are hereinafter referred to as the "Agreement".

2. SUBCONTRACT SERVICES TO BE PERFORMED. The SUBCONSULTANT agrees to perform all of the work necessary and required to complete the work as authorized, described, limited and specified (the "services"), at the location or locations ("sites"), and as of the completion date or dates, all as specified in Attachment "A".

Should Client require a modification of its Prime Contract with CONSULTANT, this Agreement will likewise be subject to modification whether such modification be a change in scope of the project, fee, time schedule or otherwise. In that event, should CONSULTANT and SUBCONSULTANT fail to agree upon a modification to this Agreement, CONSULTANT shall have the option of terminating this Agreement and SUBCONSULTANT's services hereunder at no additional cost other than the payment to SUBCONSULTANT, in accordance with the terms of this Agreement, for the services properly performed by SUBCONSULTANT prior to such termination date.

3. TIME OF COMMENCEMENT /COMPLETION OF WORK. The SUBCONSULTANT shall commence performance of services upon the date specified in Attachment "A", and shall complete performance of all Services on or before the completion date specified in Attachment "A". The SUBCONSULTANT acknowledges and agrees that time is of the essence of this Agreement. If the SUBCONSULTANT fails to appear at a site at the specified time, fails to perform the authorized services by the completion date or in any way causes delay so as to cause any liability, loss or damage to CONSULTANT, the SUBCONSULTANT shall indemnify CONSULTANT against any such liabilities, losses and damages, such indemnification to include, without limitation, reasonable costs, expenses and attorneys' fees.

4. PAYMENT FOR THE WORK. CONSULTANT shall pay SUBCONSULTANT for all services authorized and properly performed, subject to additions or deletions for changes or extras agreed upon in writing by CONSULTANT. Partial payment will be made based on monthly billings upon SUBCONSULTANT's submission of invoices with reasonable and customary supporting

documents, duly executed lien waivers (lien waivers shall be provided executed by both SUBCONSULTANT itself and any other supplier of services, goods or materials to SUBCONSULTANT which are used in or incorporated in the project), and an affidavit certifying that all labor and related costs supplied on the services have been paid, provided however, that such payments will not become due to SUBCONSULTANT until ten (10) days after CONSULTANT receives payment for such services from Client, which payments are a condition precedent to CONSULTANT's obligation to make payment to SUBCONSULTANT. Any payments due SUBCONSULTANT may be reduced by (1) any retainage withheld from CONSULTANT, (2) amounts of work in dispute, (3) change order work not approved or pending approval, or (4) contract completion percentages that have been reduced by the project owner or their duly authorized representative. SUBCONSULTANT also agrees that if CONSULTANT elects to pay any invoices received from SUBCONSULTANT within fifteen (15) days, then the CONSULTANT will be entitled to a discount of eight (8%) percent of the face value for each invoice quick paid.

CONSULTANT may deduct from any amounts due or to become due to SUBCONSULTANT any sum or sums owing by SUBCONSULTANT to CONSULTANT. In the event of any breach by SUBCONSULTANT of any provision or obligation of this Agreement or in the event of the assertion by other parties of any claim or lien against CONSULTANT, the Client or site owner (or lessee) or the site owner's (or lessee's) premises related to SUBCONSULTANT's performance of this Agreement, CONSULTANT shall have the right, in addition to and not in lieu of, all other remedies available to CONSULTANT at law or equity or under this agreement, to retain out of any payments due or to become due to SUBCONSULTANT an amount sufficient to completely protect CONSULTANT, Client, the site lessee or owner from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by SUBCONSULTANT.

5. INSURANCE. SUBCONSULTANT agrees that it now carries, and will continue to carry during the performance of this Agreement, Workers' Compensation and Employer's Liability, Comprehensive General and Contractual Liability, Comprehensive Automobile Liability, Contractor's Pollution Liability, and, when SUBCONSULTANT is rendering professional services, ~~Professional Liability insurance coverage~~ with limits at or above those described below. All coverages except professional liability shall be on an occurrence basis. Any insurance on a "claims made" basis shall be maintained for at least 3 years after completion of the Work or any time period required by the Prime Contract, whichever is longer.

Prior to the commencement of the Work, SUBCONSULTANT shall provide CONSULTANT with certificates 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 and Client as additional insured's on the Comprehensive General Liability policies; and (2) a waiver of subrogation as to CONSULTANT and Client by SUBCONSULTANT's Worker's Compensation insurance carrier. Each policy of insurance required shall be written by an insurance company with a minimum rating by A.M. Bests & Company of A-VI.

MINIMUM REQUIRED INSURANCE

- | | |
|--|------------------------------|
| a. Workers Compensation | Statutory |
| Employer's Liability | \$1,000,000 per occurrence |
| b. Comprehensive General & Contractual Liability | |
| Bodily Injury | \$1,000,000 per occurrence |
| | \$2,000,000 in the aggregate |

Products/completed operations	\$1,000,000 per occurrence \$2,000,000 in the aggregate
c. Comprehensive Automobile Liability for Owned & Rented Vehicles Bodily	\$1,000,000 per occurrence \$1,000,000 in the aggregate
d. Property Damage	\$ 500,000 per occurrence \$1,000,000 in the aggregate
e. Professional Liability	\$1,000,000 per occurrence \$1,000,000 in the aggregate

In the event SUBCONSULTANT fails to obtain or maintain any insurance coverage required under this Agreement, CONSULTANT may terminate this Agreement for cause. Payment of fees may be withheld by CONSULTANT if a current certificate in conformity with the above requirements is not on file with CONSULTANT. SUBCONSULTANT shall include the above insurance requirements in its sub-subcontracts unless CONSULTANT consents in writing to a deviation.

6. **OBLIGATION OF PRIME CONTRACT.** The SUBCONSULTANT shall be bound to the CONSULTANT by the terms of this Agreement and, to the extent that provisions of the Contract Documents between the Owner or Client and the CONSULTANT apply to the work of the SUBCONSULTANT as defined in this Agreement, the SUBCONSULTANT, shall assume toward the CONSULTANT all the obligations and responsibilities which the CONSULTANT, by the Contract Documents, assumes toward the client, and shall have the benefit of all rights, remedies and redress against the PRIME CONTRACTOR which the CONSULTANT, by the Contract Documents, has against the Client, insofar as applicable to this Agreement, provided that where any provision of the Contract Documents between the Client and CONSULTANT is inconsistent with any provision of this Agreement, this Agreement shall govern.

7. **WARRANTY OF QUALIFICATIONS.** The SUBCONSULTANT represents and warrants to CONSULTANT that it lawfully possesses and will maintain all necessary licenses, permits and certifications and that it is adequately experienced, qualified, equipped, organized and financed to perform the services hereunder. SUBCONSULTANT agrees to furnish proof of any of these upon CONSULTANT's request. The SUBCONSULTANT further represents and warrants that it has qualified employees in adequate numbers to accomplish the services on or prior to the completion date specified in Attachment "A".

8. **SAFETY.** The SUBCONSULTANT shall be solely responsible for safety in the performance of its services and for all equipment and materials to be used on the project. The SUBCONSULTANT shall properly make safe the area of the services to prevent any person from being injured and shall in all respects comply with all safety directions of CONSULTANT, and with all safety rules and requirements of Client, and with any and all provisions of any law, ordinance, rule or regulation relating to safety. SUBCONSULTANT shall fully cooperate with CONSULTANT for any type of safety investigations.

9. **DEALINGS WITH CLIENT.** The SUBCONSULTANT shall have only such contacts and dealings with Client and its representatives as CONSULTANT shall explicitly authorize or direct.

10. **INTERFERENCE WITH PRIME CONTRACT AND CLIENT RELATIONS.** SUBCONSULTANT agrees that it will not, either directly or indirectly, interfere with or attempt to appropriate CONSULTANT's rights under the Prime Contract or any other contract right or business relationship between CONSULTANT and the Client.

11. **RESULTS AND REPORTS.** All reports of results of the services performed under this Agreement shall be submitted for approval through CONSULTANT. CONSULTANT shall have unrestricted ownership of such documents, including the right to use such documents for its own performance under the Prime contract, to provide such documents as part of its deliverables under the Prime Contract and to retain file copies for its future reference and use. SUBCONSULTANT will not provide or distribute copies of any such reports relating to the Project to any person or entity without the prior written consent of CONSULTANT.

12. **TERMINATION FOR CONVENIENCE.** CONSULTANT shall have the right to terminate this Agreement at any time at its convenience, without cause, upon twenty-four (24) hours written notice to SUBCONSULTANT. In the event that CONSULTANT so elects to terminate without cause, SUBCONSULTANT shall be entitled to receive payment for all amounts due it for services provided through the termination date under the payment terms of this Agreement. SUBCONSULTANT shall not be entitled to unrealized profits, incidental or consequential damages.

13. **TERMINATION FOR CAUSE.** This Agreement may be terminated by either party immediately upon written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. Violation of any law or regulation or provision of the site safety plan shall constitute cause. Payment will be due upon delivery to CONSULTANT of the results of all services completed to date, approval thereof by Client and upon receipt of payment for such services from Client by CONSULTANT, which payment is a condition precedent to CONSULTANT's obligation to make payment to SUBCONSULTANT. In the event SUBCONSULTANT fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the services or time of performance, and the failure is not corrected immediately after written notice by CONSULTANT to SUBCONSULTANT, CONSULTANT may at its sole discretion, notwithstanding any other right or remedy:

A. Terminate this Agreement as provided above and be relieved of the payment of any further consideration to SUBCONSULTANT. In the event of such termination, CONSULTANT may proceed to complete the services in any manner deemed proper by CONSULTANT, either by the use of its own forces or by re-subcontracting them to others. In either event, SUBCONSULTANT shall be liable for the cost to complete the services herein provided for, over and above what SUBCONSULTANT would have been entitled to receive for the completion of said services.

B. CONSULTANT may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies or help necessary to remedy the situation, at the expense of SUBCONSULTANT.

14. **SUBCONSULTANT'S BREACH OR DEFAULT.** In the event of SUBCONSULTANT's default under, or breach or threatened breach of, this Agreement, CONSULTANT shall in addition to any remedy provided for in this Agreement, be entitled to all remedies otherwise available to it at law or equity in such circumstance, and no provision of this agreement shall be construed to restrict or abridge to CONSULTANT the rights or remedies generally available to parties aggrieved by default or breach of contract or the threat thereof.

15. **INDEMNIFICATION.** To the fullest extent permitted by law, SUBCONSULTANT agrees to indemnify, and hold harmless CONSULTANT and Client and each of their agents, employees and subsidiaries, from all liability, cost, expense, including attorneys' fees, against any and all claims, demands, judgments, losses or damages on account of injuries, disease, or death to any person, including SUBCONSULTANT's employees, or damage to property, or any other type of loss (including economic loss or damage) arising out of (or allegedly arising out of) negligence, intentionally wrongful act, or performance or breach of obligation under this Agreement, by

SUBCONSULTANT, its employees, sub-SUBCONSULTANTS, suppliers, agents, or others for whose actions it is responsible, except to the extent that the negligence or fault of the party to be indemnified contributed to the claim, loss, damage, injury or liability; provided, however, that the negligence or fault of the party to be indemnified shall not reduce SUBCONSULTANT's indemnification obligation if the negligence or fault of SUBCONSULTANT is primary and the negligence or fault of the party to be indemnified consists only in the passive failure to discover or correct problems created by the primary active negligence or fault of SUBCONSULTANT. To the fullest extent permitted by law, SUBCONSULTANT shall indemnify, defend and hold harmless CONSULTANT and Client and their employees, agents, and subsidiaries against all liability, cost, expense, attorneys' fees, claims, loss or damage arising from the following items:

(1) A violation by SUBCONSULTANT or sub-SUBCONSULTANTS of any applicable federal, state or local law, rule, or regulation including, without limitation rules and regulations in this Agreement or in the Prime Contract or the Equal Opportunity or civil rights.

(2) Any penalty or fine incurred by or assessed against CONSULTANT or Client to the extent caused by SUBCONSULTANT, its employees, agents, suppliers, or sub-SUBCONSULTANTS;

(3) Any injury, illness, disease, death or other harm suffered or incurred by any employee of the SUBCONSULTANT, or any employee of SUBCONSULTANT, SUBCONSULTANTS or agents, resulting from the failure of SUBCONSULTANT, or its employees, SUBCONSULTANTS or agents to comply with applicable health and safety procedures, regardless of whether or not the SUBCONSULTANT has adopted CONSULTANT's, Client's or EPA safety and health protocols and procedures as required under this Agreement;

(4) Any patent or copyright infringement by SUBCONSULTANT or its SUBCONSULTANTS or suppliers;

(5) Any lien or other claim by SUBCONSULTANT or its SUBCONSULTANTS or suppliers;

(6) Any obligation of CONSULTANT to Client resulting from SUBCONSULTANT's or its SUBCONSULTANT's error, omission or breach of obligation.

16. INDEPENDENT CONTRACTOR. SUBCONSULTANT agrees that it is an independent contractor and not an employee or agent of CONSULTANT or Client, and that SUBCONSULTANT is subject, as an employer, to all applicable unemployment compensation, worker's compensation and other applicable employee benefit statutes, so as to relieve CONSULTANT of any responsibility or liability from treating SUBCONSULTANT's employees as employees of CONSULTANT for the purpose of keeping records, making reports or payments of unemployment compensation, worker's compensation or other employee related premiums, taxes or contributions. SUBCONSULTANT further agrees to indemnify and hold CONSULTANT harmless and reimburse it for any expense or liability incurred under said statutes in connection with employees of SUBCONSULTANT.

17. CHANGES IN WORK. No claims for extra, additional, or changes in the services will be made by SUBCONSULTANT without a written agreement with CONSULTANT prior to the performance of such services.

18. USE OF SUBCONSULTANTS. SUBCONSULTANT agrees that it will not enter into any subcontract with any party for the performance of any performance for which it is obligated hereunder without the express written approval of CONSULTANT to each specific subcontract.

19. EEO, SMALL BUSINESS AND MINORITY BUSINESS

ENTERPRISE COMPLIANCE. SUBCONSULTANT hereby states that it will not unlawfully discriminate against any employee or applicant for employment with regard to race, color, religion, sex or national origin, ancestry, physical handicap, medical condition, marital status, or age; that it is in compliance with all applicable federal, state and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment. If this Agreement is let as a small business or minority business participation arrangement, SUBCONSULTANT warrants and certifies that it meets the criteria established by law and regulation for certification under such applicable program and shall so certify to CONSULTANT.

20. NOTICE. All notices, demands and communications hereunder shall be in writing, shall be effective upon receipt, and may be served or delivered personally upon the party for whom intended, or mailed or transmitted by telefax or similar electronic reproduction to the party for whom intended at the address set forth on the first page of this Agreement. The address of a party may be changed by notice given pursuant to this Section.

IF TO CONSULTANT: NV5 KACO

14486 N. Commerce Way
Miami Lakes, Florida 33016
Phone: (305) 666-3563

IF TO SUBCONSULTANT: Mr. Jeffrey Straw

GeoSonics.
6900 SW 21st Court
Davie, Florida 33317
Phone: 954-924-2101

21. NON-ASSIGNABILITY. The SUBCONSULTANT shall not let, transfer, or assign, voluntarily or by operation of law, or otherwise, this Agreement or any part thereof, or any amounts due or to become due hereunder, without the prior written consent of CONSULTANT.

22. MERGER. This Agreement represents the sole agreement between the parties hereto and cancels and supersedes all previous agreements, whether oral or written, in connection with the subject matter hereof. This Agreement may not be changed or terminated orally or by any course of conduct or usage of trade, but only by an agreement in writing duly executed by the parties hereto.

23. SEVERABILITY. If any part of this Agreement is determined by a court of competent jurisdiction or by agreement of the parties hereto to be unenforceable, the remainder thereof shall remain in full force and effect.

24. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the state where the work is performed in a court of competent jurisdiction.

25. SUCCESSORS AND ASSIGNS. This Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties hereto.

26. CONTINUING RESPONSIBILITY OF THE SUBCONSULTANT. The SUBCONSULTANT and its surety, if any, shall not be released from any obligation, responsibility, duty or liability to CONSULTANT, Client, or any other party for defective work or other non-compliance with this Agreement or breach thereof, by virtue of any approval, certification, final acceptance, progress payment, final payment, preliminary or final or other inspection, decision, instruction, statement, representation, partial or complete occupancy or use of the site, or any other act, inaction or omission by CONSULTANT or Client, or any officer, servant, agent or employee or representative of any of them.

27. **RESOLUTION OF DISPUTES.** 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, CONSULTANT and SUBCONSULTANT 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 CONSULTANT and SUBCONSULTANT within ten (10) calendar days, a mediator shall be chosen as specified in the Construction Industry Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree. Should either party to this Agreement commence any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorney's fees.

28. **INTERPRETATION OF AGREEMENT.** This Agreement shall be interpreted as though prepared by all parties and shall not be construed unfavorably against either party.

29. **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.

30. **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 as part of the scope of Sub-Consultant services is incorporated by reference into this agreement shall be subordinated to the terms and conditions of this agreement where they conflict.

FIELD SERVICES SECTION

(This section only applies to SUBCONSULTANTS whose scope of services requires the SUBCONSULTANT to perform work on a project site)

31. SUBCONSULTANT SERVICES TO BE PERFORMED.

A. Unless the scope of services hereunder otherwise expressly provides, it shall be the primary responsibility of SUBCONSULTANT, if its scope of services as set forth in

Attachment "A" includes the taking of samples or the performance or supervision of remedial services (e.g. excavation, drilling, tank removal) or other physical or construction-type services: (i) to investigate and identify all utilities serving the project site(s) and the presence and location of hidden or obscure objects or property subject to risk of damage as a result of the services, including (but not limited to) wiring, tanks, piping, walls, foundations, paving, etc., which may be injured or affected by its services; and (ii) to take all actions necessary to avoid damage to such property, including (but not limited to) shoring, proper slope maintenance, temporary relocation, etc.

B. CONSULTANT does not create, generate or at any time own or take possession or ownership of or arrange for transport, disposal or treatment of hazardous materials as a result of its services. Unless the Prime Contract or the scope of services in Attachment "A" expressly provides otherwise, all hazardous materials, including but not limited to samples, drilling fluids, decontamination fluids, development fluids, soil cuttings and tailings, tanks, contaminated soils, solid or liquid wastes, rubble, and used disposable protective gear and equipment, are the responsibility of the SUBCONSULTANT, and responsibility for proper disposal is the SUBCONSULTANT'S unless prior contractual arrangements are made. All laboratory and field equipment that cannot readily and adequately be cleansed of its hazardous contaminants shall remain the property and responsibility of the SUBCONSULTANT who shall arrange at its sole expense for proper disposal unless prior alternate contractual arrangements are made.

32. **INSURANCE.** Commercial General Liability Insurance shall include XCU (explosion, collapse, and underground) hazard coverage, premises operations, independent contractors, completed operations, broad form contractual, personal injury (with employee exclusion deleted), broad form property damage coverages and Contractual Liability coverage.

33. **WARRANTY OF THOROUGH INVESTIGATION.** The SUBCONSULTANT warrants that it has, by careful investigation, satisfied itself as to the nature and location of the services, the character quality and quantity of materials to be encountered, the equipment and facilities needed for performance of the services, the site location and characteristics, the terms of this Agreement and of the scope of services and all other matters which in any way may affect the services.

34. **WARRANTY OF SERVICES.** SUBCONSULTANT warrants that it will perform and complete the services in a safe and workmanlike manner strictly in accordance with the requirements of this Agreement, the specifications and prevailing standards in the area for similar services to the extent the specifications do not address a particular issue. SUBCONSULTANT warrants that the services and all materials or equipment supplied under this Agreement will be free of defects and will conform to the specifications and industry standards.

IN WITNESS WHEREOF, the parties hereto have executed this agreement to be effective as of the date appearing by the signature of the party who last to sign this Agreement.

SUBCONSULTANT:

By: _____

Name: _____

Title: _____

Date: _____

[LEGAL ENTITY NAME]:

NV5 KACO _____

By: _____

Name: Eric J. Stern _____

Title: Vice-President _____

Date: _____

Attachment "A"

SPECIFICATION OF SERVICES

Perform professional services on an "as-needed" basis, with Sub consultant directed to perform work based on task orders issued by Consultant.

Provide onsite and remote vibration and noise monitoring services as requested. Reports of monitoring services to be provided on a weekly bases.. All services to be provided in general accordance with locally accepted specifications and practices.

This Contract will apply to various projects as requested by the Consultant. Scope and project information will be provided both verbally and/or via email at the time of work request.

Project specific compensation and payment terms will be determined on a case by case basis prior to the start of work.