

AGREEMENT

This Agreement ("Agreement") is made and entered into this __ day of ____ 2017, between CITY OF GAINESVILLE, FLORIDA ("City"), in its capacity of general government and doing business as Gainesville Regional Utilities ("GRU") (collectively "City"), and JONES EDMUNDS & ASSOCIATES ("Jones Edmunds") concerning the design, construction and operation of the Sweetwater Branch, Paynes Prairie Sheetflow Restoration Project ("Project").

RECITALS

Beginning in 2007, the City, Jones Edmunds, and Wetland Solutions, Inc. ("WSI"), began the design and development of a very unique concept for the natural treatment of waste water.

In 2010, the design was finalized and approved and Wharton-Smith, as general contractor, was added to the team.

In 2015, the Project was successfully completed and was immediately recognized as successful, with all Project objectives having been met or exceeded.

The project is complete and by every measure is very successful. Due to the best efforts of all of the project participants, all of the Project objectives have been met or exceeded. The Project is already:

- Protecting precious natural resources by reducing nitrogen and phosphorous ahead of Paynes Prairie and the Alachua Sink through a variety of designed "natural" treatment methods.
- Drastically reducing sediment loads and trash to Paynes Prairie through effective sediment traps.

- Restoring wildlife habitat.
- Providing nitrogen removal rates well below state guidelines.
- Restoring and enhancing over 1300 acres of affected prairie wetlands.

This remarkable Project includes a multi-stage stormwater treatment system that is harmonious with its surrounding environment. It is a passive, gravity-driven system with no pumps or power needs. Impacts to wetlands and heritage trees have been minimized, the natural terrain has been incorporated to balance earthwork, and maintenance operations have been integrated into the functional and recreational aspects of the project. It is a signature Project that is bringing recognition and praise to GRU, the City, and the entire project team.

Near the end of the Project, differences arose between the City and Jones Edmunds regarding allocation of additional, unforeseeable costs incurred during construction. In their agreement, the City and Jones Edmunds acknowledged that differences occur in large complex construction projects and they agreed to discuss and resolve any differences through principled negotiation with the assistance of a third party mediator skilled in bringing about agreement through mediation thereby avoiding the time, expense, aggravation and uncertainty of litigation.

In consideration of the mutual promises and covenants contained herein, the parties hereto do hereby agree as follows:

- I. Affirmance of Recitals. City and Jones Edmunds affirm the above recitals.
- II. Joint Press Release/Credit. City and Jones Edmunds agree that the press release attached hereto as Exhibit A will be the sole official press release used in describing this agreement and that they will continue to publicly affirm all of the efforts of the full team in future descriptions of the PROJECT and presentations and award applications regarding the Project.

III. Settlement Terms Jones Edmunds shall pay or cause to be paid to City a total of Three Hundred Forty Thousand Dollars (\$340,000.00) within 30 days of execution of this Agreement by all parties

IV. Resolution of all Claims. This Agreement fully and finally resolves all claims and disputes between and among City and Jones Edmunds regarding the services provided by Jones Edmunds on this Project.

V. Waiver of Costs and Attorneys' Fees. The Parties hereto agree to waive any claims for costs and attorneys' fees in full and final settlement of all disputes among them. The Parties will each bear their own fees and costs, except as otherwise provided in this Agreement.

VI. General Releases.

City hereby fully, finally, and irrevocably releases, acquits, satisfies, and discharges Jones Edmunds, and its respective owners, shareholders, representatives, successors, predecessors, assigns, employees, affiliates, parents, subsidiaries, agents, heirs, executors, personal representatives, insurers and attorneys from any and all known actions, causes, causes of action, suits, judgments, awards, obligations, contracts, bargains, duties, undertakings, damages, injuries, losses, costs, expenses, attorney's fees, and claims whatsoever, which were or could have been brought as part of this Claim or which arise out of the same transaction and occurrence giving rise thereto, whether in law or equity, whether based on contract, tort, or statute, and any and all currently known and unknown consequences thereof, resulting or to result from or which may hereafter accrue, whether liquidated or unliquidated, or whether contingent or not contingent arising out of or in connection with any matter, transaction, contract, agreement, occurrence, act, event, cause or thing whatsoever relating, directly or indirectly, to any and all claims which were made, or which could have been made.

This Release does not apply to unknown claims for latent defects not yet discovered or claims not yet discoverable. Further, the releases provided herein apply only to this Project, and are not applicable to other projects or contracts between the City and Jones Edmunds, including other projects which may be ongoing or future projects.

Jones Edmunds hereby remises, releases, waives, acquits, satisfies, and forever discharges GRU and City, from all actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, attorneys fees, expenses, contracts, controversies, agreements, promises, variances, damages, judgments, executions, claims and demands, in law or in equity, which the Jones Edmunds ever had, now have, or may have, or which any representative, owner, officer, director, predecessor, affiliate, member, shareholder, successor, assign, employee, agent or attorney of GRU and/or City, subsequently can, shall or may have, on or by reason of any matter, cause or thing, known or unknown, from the beginning of the world to the date of this Release, relating to any and all claims and causes of action concerning the Project. This Release does not apply to unknown claims for latent defects not yet discovered or claims not yet discoverable. Further, the releases provided herein apply only to this Project, and are not applicable to other projects or contracts between the City and Jones Edmunds, including other projects which may be ongoing or future projects

VII. No Admission of Liability. The Parties hereto understand that this Agreement is made to compromise claims and to avoid the expense related to litigation. The Parties deny any and all liability to each other, and nothing in this Agreement shall be construed as an admission by either party.

VIII. Binding Agreement. This Agreement and all of its terms and provisions shall be binding upon, and shall inure to the benefit of, the parties.

IX. Entire Agreement; Integration; Parol Evidence; Amendment. This Agreement represents the entire and sole agreement and understanding between the parties concerning the subject matter expressed herein. None of its terms may be altered, except in writing and then only if signed by all the parties hereto. All prior and contemporaneous agreements, understandings, communications, conditions or representations, of any kind or nature, oral or written, concerning the subject matter expressed herein, are merged into this Agreement and the terms of this Agreement supersede all such other agreements. No extraneous information may be used to alter the terms of this Agreement.

X. Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. A signature received via a pdf document or facsimile shall be deemed an original.

XI. Agreement Deemed to Be Drafted Jointly. This Agreement shall be deemed to be drafted jointly and shall not be construed more or less favorably toward any of the parties by virtue of the fact that one party or its attorney drafted all or any part thereof. Any ambiguity found to exist shall be resolved by construing the terms of this Agreement fairly and reasonably in accordance with the purpose of this Agreement.

XII. Governing Law, Jurisdiction and Venue. The terms and provisions hereof shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida without regard to conflict of law principles. Venue and jurisdiction shall be Alachua County, Florida for all purposes, to which the parties expressly agree and submit.

XIII. Independent Advice. The parties declare that the terms of this Agreement have been read and are fully understood. The parties have had the advice of independent counsel of their choosing in

connection with the matters referred to herein, and have executed and delivered this Agreement freely and knowingly after having received and duly considered such advice and counsel.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

CITY OF GAINESVILLE

JONES EDMUNDS & ASSOCIATES, INC.

By: _____
Anthony R. Lyons
City Manager

By:  _____
Name: Stanley F. Ferreira, Jr. - PE

Date: _____

Title: President & CEO

Date: November 8, 2017

GAINESVILLE REGIONAL UTILITIES

By: _____
Edward J. Bielarski
General Manager for Utilities

Date: _____

Approved as to Form and Legality:

By: _____
City Attorney

PRESS RELEASE

Agreement Reached Between Partners on Complex Construction of Sweetwater Wetlands Park



GAINESVILLE, Fla. (9-November-2017) – The Sweetwater Wetlands Park, which opened in May of 2015, has quickly become a recreational treasure and landmark in Gainesville, Florida. In addition to offering its guests more than 3.5 miles of trails and boardwalks to experience the lush landscape, the 125-acre water enhancement wetland park re-establishes the natural sheetflow of low-nutrient water from Sweetwater Branch onto Paynes Prairie, improves water quality, protects the Floridan Aquifer, and provides an outstanding habitat for wildlife.

Due to the best efforts of project participants including Gainesville Regional Utilities (GRU); City of Gainesville; Jones Edmunds & Associates, the design engineer; Wetland Solutions, Inc.; and Wharton-Smith, Inc., the contractor, all of the project objectives have been met or exceeded. The project achieves the following:

- Restores the natural water flow to over 1300 acres of wetlands in Paynes Prairie.
- Improves water quality and protects precious natural resources by reducing nitrogen and phosphorous ahead of Paynes Prairie and the Alachua Sink through a variety of designed "natural" treatment methods;
- Prevents sediment and trash from depositing onto Paynes Prairie through the use of effective sediment traps;
- Restores wildlife habitat and provides a public park; and
- Provides nitrogen removal performance that exceeds expectations

This remarkable project includes a multi-stage stormwater treatment system that is harmonious with its surrounding environment. It is a passive, gravity-driven system with no pumps or power needs. Impacts to wetlands and heritage trees have been minimized, the natural terrain has been incorporated to balance earthwork, and maintenance operations have been integrated into the functional and recreational aspects of the project. It is a signature project that is bringing recognition and praise to GRU, the City, and the entire project team.

Near the end of the project differences arose between GRU and Jones Edmunds regarding additional, unforeseeable cost incurred during construction. In their contract, GRU and Jones Edmunds acknowledged that differences occur in large complex construction projects, and they agreed to discuss and resolve any differences through principled negotiation with the assistance of a third party mediator skilled in bringing about agreement through mediation thereby avoiding the time, expense, aggravation, and uncertainty of litigation.

The mediation occurred and was successful. This success is due to the work of Terry White of the Upchurch Mediation Group and the integrity and goodwill that Jones Edmunds together with GRU and the City Public Works Department brought to the process.