

June 14, 2018

Ms. Alice Rankeillor, P.E.
City of Gainesville Public Works
405 Northwest 39th Avenue
Gainesville, Florida 32627-0490

Re: Scope of Work and Cost Estimate for Design and Permitting
Little Hatchet Creek Bank Erosion Stabilization
Gainesville Regional Airport
Gainesville, Florida

Dear Ms. Rankeillor:

Environmental Consulting & Technology, Inc. (ECT) is pleased to submit this letter proposal, as requested, to provide engineering design and permit application services to the City of Gainesville (City) for stabilization of the bank erosion that has occurred in Little Hatchet Creek near the Gainesville Regional Airport, in Gainesville, Florida.

This proposal includes two projects for two different locations along Little Hatchet Creek. Each project is listed separately and include full scope of services and costs, but the overall scope of services will be similar for each project. The effort will vary slightly for each project based on the increased length of channel for Project 2.

Based on previous site visits and information gathered during phase I of the Newnans Lake Improvement Initiative, we have developed the following scope of services for projects 1 and 2 related to the stabilization of the bank erosion.

1.1 PROJECT 1

Project 1 provides engineering design solutions for two short segments of the creek channel near the airport hangar and one grade control structure downstream of the stabilized banks (Figure 1, Project 1). Project 1 includes two eroded banks on the south banks of the creek channel; one section approximately 100 feet in length just before the ninety-degree turn in the channel and a smaller section about 30 feet in length just after the turn. In addition to bank stabilization, it is anticipated that the creek channel will need to be realigned with the primary flow path along the 100-foot segment as the channel has drifted towards the south bank further exasperating the erosion.

3701 Northwest
98th Street
Gainesville, FL
32606

(352) 332-0444

FAX
(352) 332-6722

Project 1 Location



Project 2 Location

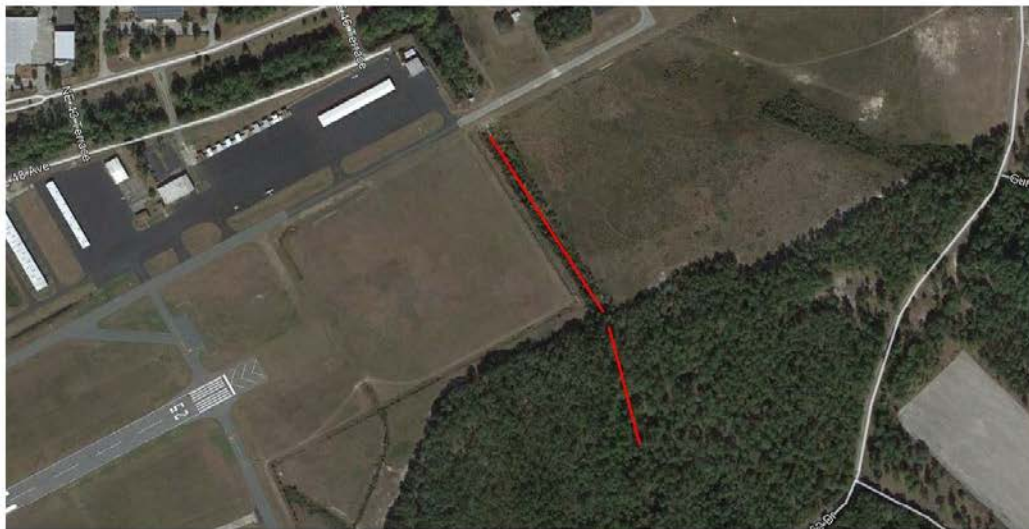


FIGURE 1.

Project 1 and Project 2 Locations

Source: ECT, 2018.



Ms. Alice Rankeillor, P.E.
City of Gainesville Public Works
June 14, 2018
Page 3

This task includes the ECT project manager's time for overseeing the general aspects of the project, including coordination and meetings with City staff, permitting agencies, overseeing the site inspection of work conducted by subconsultants (geotechnical and survey), management of the engineering design phase, and permit application oversight and review.

Task 2 – Field Survey & Geotechnical Investigation

Site Visit & Investigation

ECT will visit the streambank erosion site and characterize the erosion and existing site conditions post-Irma since prior stream characterization data is no longer valid. At a minimum, ECT will observe and record the bank slope, length of erosion, bank height, water depths, flow velocities, presence of structures and vegetation within the area of erosion and immediately up- and downstream of the erosion. ECT will also evaluate and note general site conditions such as flow of surface water, access, visible utilities, and other site conditions with the potential to affect design considerations.

Surveying

ECT will coordinate all survey work with a local subcontracted surveying company in conjunction with the City's approval. The survey will include planimetric features, including roads, ditches, culverts, utilities, and edge of water as necessary to complete the design project. Surveying will include channel cross-sections as well. ECT will request the survey company provide an AutoCAD file containing the base survey. The base survey will be used to generate construction plans. All surveying will be conducted in the State Plane coordinate system according to City surveying standards and geodetic control.

Geotechnical Investigation

ECT will coordinate geotechnical investigation work with GSE Engineering & Consulting, Inc. (GSE). ECT has a history of working with GSE for geotechnical investigation services. GSE will provide the following services for this project:

- Coordinate site access with the City and/or Gainesville Airport Authority. Any restrictions related to the drill rig and access should be provided to us prior to equipment mobilization.
- Clear underground utilities through Sunshine One Call.
- Mobilize to the site with track- or truck-mounted drilling equipment to explore and characterize subsurface conditions in the area of the creek slope.

Ms. Alice Rankeillor, P.E.
City of Gainesville Public Works
June 14, 2018
Page 4

- Advance five standard penetration test (SPT) borings (3 @ 45 feet & 2 @ 25 feet below land surface (bls)). The intent of the 25-foot borings is to determine depth of fill and the slope of the underlying clay-rich Hawthorne geological formation.
- Perform visual classification of the soil samples obtained from the soil borings to confirm field classifications.
- Perform soil laboratory classification tests on representative samples, as considered appropriate. These tests may include the percent soil fines passing the No. 200 sieve determinations, natural moisture content determinations, organic content tests, and Atterberg Limits tests.

GSE will provide ECT with a letter report of the results of this exploration. The geotechnical report will specifically address the following items:

- Existing site conditions.
- Exploration, testing, and sampling methods.
- Subsurface soil conditions encountered and soil classifications, including any unsuitable materials encountered.
- Depth to groundwater at the time of the exploration, if encountered.
- A discussion of the SPT boring results.
- Provide recommendations related to the findings to address and remediate the bank slope stability.

Task 3 – Design

ECT proposes a phased design process that provides opportunity for design review by the City at critical design stages. Feedback from the City will be used to steer the design process. Important considerations such as site access, material staging, and materials will be presented and discussed during the design process.

Hydraulic Analysis

ECT will use surveyed channel cross-sections, field observations, flow discharges, measured flow velocities, and hydraulic indicators to run the existing ICPR4 model. The ICPR4 model will be used to estimate flow velocities, potential off-site flooding concerns, and stage at certain design discharges. This information will be used to develop design criteria for streambank erosion treatments and meet all permitting requirements.

Ms. Alice Rankeillor, P.E.
City of Gainesville Public Works
June 14, 2018
Page 5
Conceptual Design

Following the site investigation, ECT will develop a conceptual design that address streambank erosion and stabilization. ECT will develop and present information pertaining to engineering challenges, permitting issues, access, and utilities for each alternative. ECT will attend one meeting with the City following submittal of the preliminary engineering design report for the conceptual design to present and discuss the alternatives.

30 Percent Design

ECT will develop design and construction plans to 30 percent completion and submit drawings to the City for review and feedback. At this point in the design process, ECT will have identified limitations, challenges, and necessary design modifications as details of the design are developed. ECT will meet with the City following its review of the 30 percent design submittal and facilitate the decision-making process on critical design issues. Specifications will not be submitted at this time.

90 Percent Design

ECT will continue to develop construction plans and specifications to 90 percent completion and submit drawings and specifications to the City for review and feedback. By this point in the design process, ECT will have finalized details of the design and prepared draft plans and specifications for City review. The review step will allow the City to review the drawings and specifications for completeness and consistency with City standards for design and construction. This submittal is a draft of the contract documents, for which the City will provide a standard specifications set with City front-end contract documents. ECT will provide information necessary for completing the front-end documents where necessary (e.g. bid tabulation sheet). ECT will coordinate with the City to develop the 90 percent draft specifications. Lastly, ECT will also complete the draft application for permit at this step and submit the application to the City for review. ECT will attend one meeting with the City following the 90 percent design submittal.

100 Percent Design

ECT will incorporate comments from the City on the 90 percent design submittal and finalize the construction documents (i.e., plans & specifications). ECT will deliver one complete set of plans and specifications to the City for reproduction and bidding.

Task 4 – Permitting

Ms. Alice Rankeillor, P.E.
City of Gainesville Public Works
June 14, 2018
Page 6

Prepare and submit necessary permits

ECT will complete and submit a copy of the application and drawings to the St. Johns River Water Management District (SJRWMD) and U.S. Army Corp of Engineers (Corp), as appropriate, for review as early in the design development phase as possible to assist with ease of permitting. ECT will incorporate comments from the City, SJRWMD, and the Corp before finalizing the application concurrently with finalization of the drawings. Once the application and plans have been finalized, ECT will submit the application, five full-size sets of the plans, and one reduced set of plans (8.5x11) to the City to submit to SJRWMD and the Corp as necessary.

Correspond with permitting agencies through review process

During the permit application review process, it is possible the permitting agency may request application corrections or additional information. ECT will make such corrections and provide additional information as necessary to facilitate the application review process. If necessary, ECT will also meet with SJRWMD and/or Corp staff in the field to describe and review the project.

Task 5 – Final Document Preparation

ECT will prepare construction plans and specifications sufficient for constructing the prescribed treatment. The specifications format and front-end contract documents shall be prepared per City requirements. Plans and specifications will be submitted to the City for review. ECT will provide five sets of final plans and specifications to the City for construction bidding.

Task 6 – Assessment of Water Quality Improvement

ECT will utilize base research currently being conducted in conjunction with Alachua County Environmental Protection Department and the University of Florida to quantify the nutrient and sediment load in Little Hatchet Creek to estimate the amount of nutrient load reduction associated with the stabilization of the eroded banks for this design projects. In previous work, ECT collected cross sectional profiles in these areas and will revisit effected cross sections to resurvey. This will provide a pre and post Irma bank erosion comparison and for calculating the sediment load under existing conditions. Stabilizing these banks will reduce the amount of sediment transport, and in turn reduce the amount of nutrients loading to the creek and Newnans Lake. This task will quantify this reduction in both over all sediment load and its combined nutrient load and ECT will prepare a brief letter report of the results.

Budget & Deliverables

Ms. Alice Rankeillor, P.E.
 City of Gainesville Public Works
 June 14, 2018
 Page 7

The total cost estimate for completing this assignment is a fixed price of \$74,401.25. ECT shall submit invoices as work is completed on each task, but no more often than monthly. Each invoice will specify the percentage of work completed on each task, and the invoice amount will correspond to these percentages. The budget for this work is shown in Table 1. ECT staff is ready to start work on this project within seven days of notification to proceed from the City. A detailed schedule of task deadlines will be discussed with City staff to confirm ECT is able to meet milestones for implementation of this project.

ECT will begin work within seven (7) days of the notice to proceed. Work products and tasks will be completed within 90 days of starting with the exception of permitting. ECT will work diligently with the permitting agencies to expedite the permits as quickly as possible but the timeline to completion is out of our control.

Table 1. Cost Breakdown by task for Project 1

Task	Deliverable	Budget
Task 1 – Project Management	NA	\$7,350.00
Task 2 – Field Survey & Geotechnical Investigation	Survey Data & Geotechnical Report	\$22,916.25
Task 3 – Design	Copies of design progress as stated in SOW	\$17,000.00
Task 4 – Permitting	Permit Documents	\$13,920.00
Task 5 – Final Document Preparation	Construction design drawings for bid package	\$6,385.00
Task 6 – Assessment of Water Quality Improvement	Letter Report	\$6,830.00
Total		\$74,401.25

1.2 PROJECT 2

Project 2 is located downstream of the large taxiway culvert and includes two eroded segments of the creek channel (Figure 1, Project 2). The first segment is in an open area of the channel about 850 feet in length immediately following the taxiway culvert. This segment is experiencing erosion on both banks. The second segment of the channel included in project 2 is located in the wooded area

Ms. Alice Rankeillor, P.E.
City of Gainesville Public Works
June 14, 2018
Page 8

immediately following the first segment. This segment is experiencing select erosion along both channel banks for about 500 feet of the channel length.

Task 1 – Project Management

This task includes the ECT project director and project manager's time for overseeing the general aspects of the project, including coordination and meetings with City staff, permitting agencies, overseeing the site inspection of work conducted by subconsultants (geotechnical and survey), management of the engineering design phase, and permit application oversight and review.

Task 2 – Field Survey & Geotechnical Investigation

Site Visit & Investigation

ECT will visit the streambank erosion site and characterize the erosion and existing site conditions post-Irma since prior stream characterization data is no longer valid. At a minimum, ECT will observe and record the bank slope, length of erosion, bank height, water depths, flow velocities, presence of structures and vegetation within the area of erosion and immediately up- and downstream of the erosion. ECT will also evaluate and note general site conditions such as flow of surface water, access, visible utilities, and other site conditions with the potential to affect design considerations. ECT staff will conduct additional field survey to identify each location along the creek channel that requires stabilization and assess any site characteristics that may affect the overall design strategy.

Surveying

ECT will coordinate all survey work with a local subcontracted surveying company in conjunction with the City's approval. The survey will include planimetric features, including roads, ditches, culverts, utilities, and edge of water as necessary to complete the design project. Surveying will include channel cross-sections as well. ECT will request the survey company provide an AutoCAD file containing the base survey. The base survey will be used to generate construction plans. All surveying will be conducted in the State Plane coordinate system according to City surveying standards and geodetic control.

Geotechnical Investigation

ECT will coordinate geotechnical investigation work with GSE Engineering & Consulting, Inc. (GSE). ECT has a history of working with GSE for geotechnical investigation services. GSE will provide the following services for this project:

Ms. Alice Rankeillor, P.E.
City of Gainesville Public Works
June 14, 2018
Page 9

- Coordinate site access with the City and/or Gainesville Airport Authority. Any restrictions related to the drill rig and access should be provided to us prior to equipment mobilization.
- Clear underground utilities through Sunshine One Call.
- Mobilize to the site with track- or truck-mounted drilling equipment to explore and characterize subsurface conditions in the area of the creek slope.
- Advance fifteen (15) standard penetration test (SPT) borings (@ 35 feet below land surface (bls)). A total of eight borings will be collected in the first segment and five will be located in the forested segment.
- Perform visual classification of the soil samples obtained from the soil borings to confirm field classifications.
- Perform soil laboratory classification tests on representative samples, as considered appropriate. These tests may include the percent soil fines passing the No. 200 sieve determinations, natural moisture content determinations, organic content tests, and Atterberg Limits tests.

GSE will provide ECT with a letter report of the results of this exploration. The geotechnical report will specifically address the following items:

- Existing site conditions.
- Exploration, testing, and sampling methods.
- Subsurface soil conditions encountered and soil classifications, including any unsuitable materials encountered.
- Depth to groundwater at the time of the exploration, if encountered.
- A discussion of the SPT boring results.
- Provide recommendations related to the findings to address and remediate the bank slope stability.

Task 3 – Design

ECT proposes a phased design process that provides opportunity for design review by the City at critical design stages. Feedback from the City will be used to steer the design process. Important considerations such as site access, material staging, and materials will be presented and discussed during the design process.

Hydraulic Analysis

Ms. Alice Rankeillor, P.E.
City of Gainesville Public Works
June 14, 2018
Page 10

ECT will use surveyed channel cross-sections, field observations, flow discharges, measured flow velocities, and hydraulic indicators to run the existing ICPR4 model. The ICPR4 model will be used to estimate flow velocities, potential off-site flooding concerns, and stage at certain design discharges. This information will be used to develop design criteria for streambank erosion treatments and meet all permitting requirements.

Conceptual Design

Following the site investigation, ECT will develop a conceptual design that address streambank erosion and stabilization. ECT will develop and present information pertaining to engineering challenges, permitting issues, access, and utilities for each alternative. ECT will attend one meeting with the City following submittal of the preliminary engineering design report for the conceptual design to present and discuss the alternatives.

30 Percent Design

ECT will develop design and construction plans to 30 percent completion and submit drawings to the City for review and feedback. At this point in the design process, ECT will have identified limitations, challenges, and necessary design modifications as details of the design are developed. ECT will meet with the City following its review of the 30 percent design submittal and facilitate the decision-making process on critical design issues. Specifications will not be submitted at this time.

90 Percent Design

ECT will continue to develop construction plans and specifications to 90 percent completion and submit drawings and specifications to the City for review and feedback. By this point in the design process, ECT will have finalized details of the design and prepared draft plans and specifications for City review. The review step will allow the City to review the drawings and specifications for completeness and consistency with City standards for design and construction. This submittal is a draft of the contract documents, for which the City will provide a standard specifications set with City front-end contract documents. ECT will provide information necessary for completing the front-end documents where necessary (e.g. bid tabulation sheet). ECT will coordinate with the City to develop the 90 percent draft specifications. Lastly, ECT will also complete the draft application for permit at this step and submit the application to the City for review. ECT will attend one meeting with the City following the 90 percent design submittal.

100 Percent Design

Ms. Alice Rankeillor, P.E.
City of Gainesville Public Works
June 14, 2018
Page 11

ECT will incorporate comments from the City on the 90 percent design submittal and finalize the construction documents (i.e., plans & specifications). ECT will deliver one complete set of plans and specifications to the City for reproduction and bidding.

Task 4 – Permitting

Prepare and submit necessary permits

ECT will complete and submit a copy of the application and drawings to the St. Johns River Water Management District (SJRWMD) and U.S. Army Corp of Engineers (Corp), as appropriate, for review as early in the design development phase as possible to assist with ease of permitting. ECT will incorporate comments from the City, SJRWMD, and the Corp before finalizing the application concurrently with finalization of the drawings. Once the application and plans have been finalized, ECT will submit the application, five full-size sets of the plans, and one reduced set of plans (8.5x11) to the City to submit to SJRWMD and the Corp as necessary.

Correspond with permitting agencies through review process

During the permit application review process, it is possible the permitting agency may request application corrections or additional information. ECT will make such corrections and provide additional information as necessary to facilitate the application review process. If necessary, ECT will also meet with SJRWMD and/or Corp staff in the field to describe and review the project.

Task 5 – Final Document Preparation

ECT will prepare construction plans and specifications sufficient for constructing the prescribed treatment. The specifications format and front-end contract documents shall be prepared per City requirements. Plans and specifications will be submitted to the City for review. ECT will provide five sets of final plans and specifications to the City for construction bidding.

Task 6 – Assessment of Water Quality Improvement

ECT will utilize base research currently being conducted in conjunction with Alachua County Environmental Protection Department and the University of Florida to quantify the nutrient and sediment load in Little Hatchet Creek to estimate the amount of nutrient load reduction associated with the stabilization of the eroded banks for this design projects. In previous work, ECT collected cross sectional profiles in these areas and will revisit effected cross sections to resurvey. This will provide a pre and post Irma bank erosion comparison and for calculating the sediment load under existing conditions. Stabilizing these banks will reduce the amount of sediment transport, and in turn

Ms. Alice Rankeillor, P.E.
City of Gainesville Public Works
June 14, 2018
Page 12

reduce the amount of nutrients loading to the creek and Newnans Lake. This task will quantify this reduction in both over all sediment load and its combined nutrient load and ECT will prepare a brief letter report of the results.

Budget & Deliverables

The total cost estimate for completing this assignment is a fixed price of \$96,340.75. ECT shall submit invoices as work is completed on each task, but no more often than monthly. Each invoice will specify the percentage of work completed on each task, and the invoice amount will correspond to these percentages. The budget for this work is shown in Table 2. ECT staff is ready to start work on this project within seven days of notification to proceed from the City. A detailed schedule of task deadlines will be discussed with City staff to confirm ECT is able to meet milestones for implementation of this project.

ECT will begin work within seven (7) days of the notice to proceed. Work products and tasks will be completed within 120 days of starting with the exception of permitting. ECT will work diligently with the permitting agencies to expedite the permits as quickly as possible but the timeline to completion is out of our control.


Table 2. Cost Breakdown by task for Project 2

Task	Deliverable	Budget
Task 1 – Project Management	NA	\$7,350.00
Task 2 – Field Survey & Geotechnical Investigation	Survey Data & Geotechnical Report	\$38,885.75
Task 3 – Design	Copies of design progress as stated in SOW	\$22,970.00
Task 4 – Permitting	Permit Documents	\$13,920.00
Task 5 – Final Document Preparation	Construction design drawings for bid package	\$6,385.00
Task 6 – Assessment of Water Quality Improvement	Letter Report	\$6,830.00
Total		\$96,340.75

Please contact Angelique Bochnak at 352-248-3339 if you have any questions regarding ECT's budget, deliverables, and the defined scope of services. We look forward to the opportunity to work with the City of Gainesville on this project.

Sincerely,

ENVIRONMENTAL CONSULTING & TECHNOLOGY, INC.



Angelique M.K. Bochnak, Ph.D., PWS
Senior Water Resource Scientist



William F. Karl, P.E.
Senior Engineer

AMKB/leb

Appendix A:
ECT Staff Rates and Hours

Project 1 Staff Rates and Hours

Task	Staff Classification	Rate	Hours
Task 1 – Project Management	Senior Scientist II	180.00	15
	Staff Engineer III	155.00	30
Task 2 – Field Survey & Geotechnical Investigation	Senior Scientist II	180.00	4
	Staff Engineer I	140.00	4
	Staff Engineer III	155.00	4
Task 3 – Design	Senior Scientist II	180.00	8
	Staff Engineer I (modeling)	140.00	15
	Staff Engineer I (Design)	140.00	35
	Staff Engineer III (Design)	155.00	24
	Associate Engineer II (CAD)	105.00	24
	Staff Engineer II (Review & Oversight)	145.00	16
Task 4 – Permitting	Senior Scientist II	180.00	16
	Staff Engineer I	140.00	60
	Senior Scientist I	165.50	16
Task 5 – Final Document Preparation	Senior Scientist II	180.00	4
	Staff Engineer I	140.00	20
	Staff Engineer III	155.00	4
	Document Production	95.00	20
Task 6 – Assessment of Water Quality Improvement	Senior Scientist II	180.00	12
	Senior Associate Scientist II	125.00	8
	Staff Scientist III	155.00	16
	Staff Engineer I	140.00	10

Subconsultant Fees (includes 15 Percent Markup)

Geotechnical Investigation

GSE \$17,767.50 A detail cost estimate of the proposed scope of services is included as an attachment. The services include all geotechnical investigation, structural engineering oversight, and engineering contingency on an as needed basis.

Staff Support

Corey Dunlap – Project Engineer
 Jay Nordqvist – Principal Geotechnical Engineer
 Ken Hill – Principal Geotechnical Engineer

Survey

Atlantic-Gulf Surveying \$3,162.50 A detailed cost estimated is included in the attachments.

Project 2 Staff Rates and Hours

Task	Staff Classification	Rate	Hours
Task 1 – Project Management	Senior Scientist II	180.00	15
	Staff Engineer III	155.00	30
Task 2 – Field Survey & Geotechnical Investigation	Senior Scientist II	180.00	16
	Staff Engineer I	140.00	16
	Staff Engineer III	155.00	16
Task 3 – Design	Senior Scientist II	180.00	8
	Staff Engineer I (modeling)	140.00	20
	Staff Engineer I (Design)	140.00	60
	Staff Engineer III (Design)	155.00	30
	Associate Engineer II (CAD)	105.00	32
	Staff Engineer II (Review & Oversight)	145.00	16
Task 4 – Permitting	Senior Scientist II	180.00	16
	Staff Engineer I	140.00	60
	Senior Scientist I	165.50	16
Task 5 – Final Document Preparation	Senior Scientist II	180.00	4
	Staff Engineer I	140.00	20
	Staff Engineer III	155.00	4
	Document Production	95.00	20
Task 6 – Assessment of Water Quality Improvement	Senior Scientist II	180.00	12
	Senior Associate Scientist II	125.00	8
	Staff Scientist III	155.00	16
	Staff Engineer I	140.00	10

Subconsultant Fees (includes 15 Percent Markup)

Geotechnical Investigation

GSE \$24,035.00 A detail cost estimate of the proposed scope of services is included as an attachment. The services include all geotechnical investigation, structural engineering oversight, and engineering contingency on an as needed basis.

Staff Support

Corey Dunlap – Project Engineer
 Jay Nordqvist – Principal Geotechnical Engineer
 Ken Hill – Principal Geotechnical Engineer

Survey

Atlantic-Gulf Surveying \$7,164.50 A detailed cost estimated is included in the attachments.

Appendix B:
GSE Project 1 Cost Estimate



March 26, 2018

Mr. J. Chris Mickler, P.E.
Environmental Consulting & Technology, Inc.
3701 NW 98th Street
Gainesville, Florida 32606

Proposal for a Creek Slope Erosion Evaluation and Remedial Recommendations
GNV Little Hatchet Creek Stabilization
Gainesville, Alachua County, Florida
GSE Proposal No. 2018-163

Dear Mr. Mickler:

GSE Engineering & Consulting, Inc. (GSE) is pleased to present this proposal for evaluating and providing remedial alternative recommendations for the on-going long term bank slope erosion along a portion of Little Hatchet Creek along the north side of Gainesville Regional Airport (GNV) in Gainesville, Alachua County, Florida.

This proposal outlines our understanding of the project, presents our proposed scope of services, and contains a schedule and our fees for providing these services.

PROJECT DESCRIPTION

We were informed that the City of Gainesville is concerned about on-going erosion of the bank slope along the south side of the Little Hatchet Creek. GSE was furnished with an aerial photograph illustrating the area of concern. The approximate extent of the area that is under consideration to be stabilized was shown on the plan. There is an existing building and asphalt paved pavement in the immediately adjoining area. There is concern that long term the bank may collapse causing damage to the existing structures.

Mr. Joakim (Jay) B. Nordqvist with GSE met with Mr. J. Chris Mickler, P.E. of Environmental Consulting & Technology, Inc. (ECT) at the site on March 24, 2018 to observe the area of concern.

Erosion along the south side of the bank was apparent in the area of concern. The area under consideration for slope stabilization is on the order of 200 to 250 feet in length. On-going "sluffing" of the soil bank appears to be occurring during times of increased flow through the creek. A large diameter (estimated to be on the order of 10+ feet) channelizes the creek flow below an access road (NE 46th Terrace) just upstream of the area of on-going erosion. The southern bank slope is relatively close to vertical. The northern bank has more of what appears to be a natural slope. It appears that fill was likely placed along the southern slope area as part of airport related improvements. Mr. Mickler explained that this area was constructed in the 1940s.

The adjoining area to the south is relatively flat with an existing road, fencing, airfield, and one-story building. The area is open and accessible to truck and track mounted drilling equipment.

GSE Engineering & Consulting, Inc.
5590 SW 64th Street, Suite B
Gainesville, Florida 32608
352-377-3233 Phone ♦ 352-377-0335 Fax
www.gseengineering.com

GSE reviewed topographic information for the area. The creek appears to be at an elevation on the order of 119 feet NGVD and the top of bank at 141 feet NGVD. During the site visit there was less than 1 to 2 feet of water in the creek.

PROPOSED SCOPE OF SERVICES

As requested, we propose to conduct a geotechnical evaluation of the slope to provide remedial stabilization recommendation alternatives. In addition, we were requested to provide structural engineering related services of a retaining wall design, if this is selected as the remedial alternative. We have also included an allowance for supplemental consulting services that may be requested by not fully known or defined at this time. The following tasks are proposed.

Task 1 – Geotechnical Exploration

The following proposed scope of services is based on our review of the provided information and our experience with similar projects.

- Coordinate site access with the City of Gainesville and/or Gainesville Airport Authority. Any restrictions related to the drill rig and access should be provided to us prior to equipment mobilization.
- Clear underground utilities through Sunshine One Call.
- Mobilize to the site with track or truck mounted drilling equipment to explore and characterize subsurface conditions in the area of the creek slope.
- Advance five Standard Penetration Test (SPT) borings (3 @ 45 feet & 2 @ 25 feet below land surface (bls)). The intent of the 25 feet borings is to determine depth of fill and the slope of the underlying clay-rich Hawthorne geological formation.
- Perform visual classification of the soil samples obtained from the soil borings to confirm field classifications.
- Perform soil laboratory classification tests on representative samples, as considered appropriate. These tests may include the percent soil fines passing the No. 200 sieve determinations, natural moisture content determinations, organic content tests and Atterberg Limits tests.

Our services will be provided under the direction of a Geotechnical Engineer registered in the State of Florida. The results of the exploration will be presented in a geotechnical engineering report. This report will specifically address the following items:

- Existing site conditions.
- Exploration, testing and sampling methods.
- Subsurface soil conditions encountered and soil classifications, including any unsuitable materials encountered.
- Depth to groundwater at the time of the exploration, if encountered.
- A discussion of the SPT boring results.
- Provide alternative recommendations related to the findings to address and remediate the bank slope stability.

Task 2 – Alternate – Retaining Wall Design

If a retaining wall is desired as a remedial alternative, GSE can provide a structural engineering design suitable for construction. Our services will include a single sheet drawing with general notes. The design will include foundation and wall structural details. The plan will not include aesthetic fencing or other “architectural” type details. Structural connections related to proposed fencing could be included assuming we are provided information related to the proposed fencing or other materials to be used. We understand the overall length of the wall will be on the order of 200 to 250 feet. Our services will be provided under the direction of a Structural Engineer registered in the State of Florida.

Task 3 – Supplemental Engineering Consulting Services (As-Needed)

Engineering consulting services can be provided on an “as needed” basis. Specific scope of services and associated costs/timelines can be developed and established based on project requirements. Our services will be provided under the direction of Professional Engineers registered in the State of Florida.

PROJECT SCHEDULE

Upon authorization, we anticipate the field services will be completed within 2 weeks. This assumes no GNV related delays in securing access to boring locations within restricted areas. Once the field services are complete, we anticipate generating a summary report within an additional 3 weeks. We will verbally transmit our findings, conclusions and discuss remedial alternatives as they become available and are developed prior to the report submission. Should this not meet your requirements, please contact us so we may attempt to accommodate your needs.

FEE

Based upon our understanding of the project and scope of services presented above, the proposed **Task 1 – Geotechnical Scope of Services** scope of services will be performed for a lump sum fee of **\$7,450**.

Should the **Task 2 – Alternate Scope of Services – Retaining Wall Design** be desired, it can be performed for an additional lump sum of **\$5,500**.

If requested, **Task 3 – Supplemental Consulting Services** will be provided on a unit cost basis consistent with the following rates:

Project Professional	\$120/hr
Principal Professional	\$150/hr
Senior Engineering Technician	\$ 75/hr
CAD Support	\$ 65/hr
Clerical Support	\$ 65/hr
Reimbursable Expenses	Actual Cost Times 1.15

We recommend you consider an initial allocation of **\$2,500** for **Task 3**. Scope, timelines and budgets related to additional services that may be required can be provided under separate cover as an addendum to this proposal. We will not exceed authorized fee allowances in accordance with the above task orders without your prior authorization for an increase in our scope of services.

AUTHORIZATION

To formally authorize us to proceed with this project and to complete our files, please execute and return to us a copy of the attached Professional Services Agreement or issue a Purchase Order referencing this proposal. Please indicate below which Task Nos. you would like for GSE to perform.

Tasks Authorized:

- Task 1
- Task 2
- Task 3


Additional Tasks may be authorized at separate times, as required.

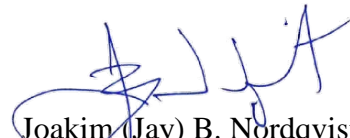
CLOSURE

We appreciate the opportunity to submit this proposal and we look forward to the possibility of working with you on this and future projects. If you have any questions, or if we can provide any additional information, please call us.

Sincerely,

GSE Engineering & Consulting, Inc.


Corey A. Dunlap, P.E.
Senior Engineer


Joakim (Jay) B. Nordqvist, P.E.
Principal Engineer

CAD/JBN:ldj
P:\General\Proposals\2018 Proposals\2018-163 GNV Little Hatchet Creek\2018-163 Engineering Services Proposal.doc

Attachment: Professional Services Agreement (1)

Distribution: Addressee (1)
File (1)



Please sign, date, and return this service agreement to our office by:

- Fax (352) 377-0335
- Email ljones@gseengineering.com

Professional Service Agreement

Section I.

THIS AGREEMENT, made and entered into by and between GSE Engineering & Consulting, Inc. (GSE) and the Client identified herein, provides for professional services described under the attached Proposal No. 2018-163 dated March 26, 2018, and under the terms of Section II of this agreement.

CLIENT Environmental Consulting & Technology, Inc. 3701 NW 98th Street Gainesville, Florida 32606 <hr/> CONTACT PERSON Mr. J. Chris Mickler, P.E. <hr/> Phone <u>352-332-0444</u> Cell <u>352-262-7956</u> E-mail <u>cmickler@ectinc.com</u>	INVOICE APPROVAL (If different from Client) Firm _____ Address _____ City/State _____ CONTACT PERSON <i>(If Different from Client)</i> _____ Phone _____ Fax _____ E-mail _____
--	---

PROJECT (NAME and/or DESCRIPTION): Proposal for a Creek Slope Erosion Evaluation and Remedial Recommendations
 GNV Little Hatchet Creek Stabilization
 Gainesville, Alachua County, Florida

GSE agrees to perform the professional services set forth in the Proposals attached hereto and made a part of the AGREEMENT hereof, in accordance with Section II, STANDARD PROVISIONS expressed herein.

PAYMENT TERMS: *All invoices are payable within 30 days of invoice date, time being of the essence. Interest at the rate of 18% per annum shall accrue on all unpaid invoices (or portion thereof) from their due date. GSE Engineering & Consulting, Inc. shall be entitled to recover its attorney's fees and costs incurred in the collection of all sums due, regardless of whether a suit to collect such sums is filed. The sole and exclusive venue for any and all actions by and between the parties shall be Alachua County, Florida, unless a different venue is required by statute. The parties hereby expressly waive the right to trial by jury in any and all such actions.*

IN WITNESS WHEREOF, this AGREEMENT is accepted on the date written above.

Client: Environmental Consulting & Technology, Inc.	GSE Engineering & Consulting, Inc.
SIGNED: _____	SIGNED: _____
PRINT: <u>J. Chris Mickler, P.E.</u>	PRINT: <u>Kenneth L. Hill, P.E.</u>
TITLE: <u>Staff Engineer</u>	TITLE: <u>Principal Engineer</u>
DATE: _____	DATE: _____

Section II. STANDARD PROVISIONS

- A. GENERAL PROVISIONS:** The Client's execution of the AGREEMENT authorizes GSE to perform all the professional services in the AGREEMENT unless otherwise noted in writing in the AGREEMENT or modified by written change order executed by GSE and the Client.
- B. SITE ACCESS:** The Client shall provide GSE free access to the Project Site for all equipment and personnel necessary for GSE to perform the work set forth in this Agreement. The Client will notify any and all possessors of the Project Site that the Client has granted GSE and its' subconsultants free access to the site. GSE will take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its services or the use of its equipment, but it is understood by the Client that, in the normal course of work, some damage may occur and the correction of such damage is not part of this Agreement unless so specified in the proposal and Client expressly releases GSE of liability for any damage to the site and agrees that GSE will not be responsible for the cost of restoring the site to its original condition. If the Client desires or requires GSE to restore the site to its original condition, then upon written request and agreement by Client to pay the cost thereof, GSE will perform such additional work as is necessary to repair damage to the site caused by its work or the use of its equipment.
- C. TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and services performed by GSE or others to be timely and properly performed in accordance with the plans, specifications, and contract documents, and GSE's recommendations. GSE shall not be liable for any claims for loss, damage or injury by Client or any third party unless all tests and inspections have been so performed and unless GSE's recommendations have been followed by Client. In the event that all such test and inspections are not so performed or GSE's recommendations are not so followed, Client agrees to indemnify, defend and hold GSE, its officers, employees, and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees arising out of the failure to perform such test and inspections or to follow GSE's recommendations except to the extent that such failure is the result of the gross negligence, willful or wanton act or omission of GSE, its officers, agents or employees.
- D. DAMAGE TO EXISTING MAN-MADE OBJECTS:** The Client will provide the location of underground utilities or obstructions to GSE who, in the execution of this work, will take precaution to avoid damage or injury to any such subterranean structure or utility. Client agrees to hold GSE harmless for any damages to subterranean structures which are not called to GSE's attention and correctly shown on the plans furnished and will reimburse GSE for any expenses in connection with any claims or suits including reasonable attorney fees.
- E. STANDARD OF CARE:** The Client recognized that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by GSE will be based solely on information available to GSE. GSE is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.
- Services performed by GSE under this Agreement are expected by Client to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the geotechnical engineering profession practicing contemporaneously under similar conditions in the locality of the project. Under no circumstances is any warranty, expressed or implied, made in connection with the providing of geotechnical engineering.
- F. SAMPLE DISPOSAL:** GSE will dispose of all remaining soil and rock samples 60 days after submission of the report covering those samples. Further storage or transfer of samples can be made at Client's expense upon Client's prior written request.
- G. RESPONSIBILITY:** If, under this AGREEMENT, professional services are provided during the construction phase of the project, GSE shall not be responsible for or have control over means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work, nor shall GSE be responsible for the contractor's failure to carry out the work in accordance with the Contract Documents or for a contractor's failure to comply with applicable laws, ordinances, rules or regulations.
- H. ASSIGNMENT:** Neither the Client nor GSE will assign or transfer its interest in this AGREEMENT without the written consent of the other.
- I. INFORMATION PROVIDED BY OTHERS:** The Client agrees to promptly provide GSE all information, whether written or otherwise, with respect to the Project which might reasonably be pertinent or necessary to enable GSE to satisfactorily perform its services hereunder. The Client assumes full responsibility for the accuracy of any information supplied to GSE by the Client, as it is not within GSE's SCOPE OF SERVICES to check or verify said accuracy, and the Client shall not hold GSE responsible for the accuracy of any information furnished by the Client.

- J. DOCUMENTS:** All original sketches, tracings, drawings, computations, details, design calculations, logs, reports and other documents and/or plans that result from GSE's services under this AGREEMENT are and remain the property of GSE as instruments of service. Where such documents are required to be filed with governmental agencies, GSE will furnish copies to the Client upon request. Reuse or modification by the Client is prohibited. Any unapproved use or modification shall be at the Client's or others' sole risk without liability or legal consequences to GSE unless approved in writing by GSE, prior to such reuse.
- K. TIME LIMITATION FOR ACCEPTANCE:** This AGREEMENT is offered to the Client in good faith, and GSE warrants this is a valid contract if executed by the Client and received by GSE within thirty (30) days of the date this document is delivered to the Client.
- L. INVOICE PROCEDURES AND PAYMENT**
- L.1.** Invoices for all work accomplished and reimbursable expenses during each calendar month shall be submitted to the Client. Monthly invoices shall include the portion of the fee earned for the month based on services performed, as determined by GSE, and any charges for reimbursable costs.
- L.2.** Reimbursable costs include fees of professional associates/subconsultants and out-of-pocket expenses. These reimbursable costs shall be charged at actual costs plus an administrative charge of 10% and shall be itemized and included in the invoice.
- L.3.** Typical out-of-pocket expenses include but are not limited to travel expenses (lodging, meals, etc.), job-related mileage at the prevailing company rate, long distance telephone calls, courier, printing and reproduction costs.
- L.4.** **PAYMENT TERMS:** *All invoices are payable within 30 days of invoice date, time being of the essence.* Interest at the rate of 18% per annum shall accrue on all unpaid invoices (or portion thereof) from their due date. GSE Engineering & Consulting, Inc. shall be entitled to recover its attorney's fees and costs incurred in the collection of all sums due, regardless of whether a suit to collect such sums is filed. The sole and exclusive venue for any and all actions by and between the parties shall be Alachua County, Florida, unless a different venue is required by statute. *The parties hereby expressly waive the right to trial by jury in any and all such actions.*
- L.5.** GSE reserves the right to suspend all services on the Project without notice if an invoice remains unpaid 45 days after the date of the invoice. This suspension shall remain in effect until all unpaid invoices are paid in full.
- M. ATTORNEY'S FEES:** In the event of any litigation arising from or related to the services provided under this AGREEMENT, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and their related expenses.
- N. DELAYS:** GSE is not responsible for delays caused by factors beyond GSE's reasonable control, including but not limited to delays because of accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove GSE services or work product promptly, or delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond GSE's reasonable control occur, the Client agrees that GSE is not responsible for damages, nor shall GSE be deemed to be in default of this AGREEMENT. If GSE is required to delay commencement of the work, or if, upon embarking upon its work, GSE is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by the Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the exclusive reasonable control of GSE, additional charges will be applicable and payable by Client.
- O. LIMIT OF LIABILITY**
- O.1.** The limit of liability of GSE to the Client for any cause or combination of causes shall be, in total amount, limited to the fees paid under this AGREEMENT.
- O.2.** In no event shall GSE be liable for any incidental or consequential damages by the Client in connection with the Project.
- O.3.** GSE is not responsible for accuracy or validity of information obtained from others and utilized in the services provided under this AGREEMENT.
- P. MEDIATION:** If a dispute arises out of or relates to this AGREEMENT, or the breach thereof, and if said dispute cannot be settled through direct discussion between the parties, then the parties agree to first endeavor to settle the dispute in an amicable manner by mediation before having recourse to arbitration or a judicial forum. The parties mutually agree that a similar dispute resolution clause will be contained in all other contracts executed by Client concerning or related to this AGREEMENT and all subcontracts executed by GSE.

- Q. DISCOVERY OF UNANTICIPATED HAZARDOUS WASTES, MATERIALS OR SUBSTANCES:** GSE and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. GSE and Client also agree the discovery of unanticipated hazardous materials may make it necessary for GSE to take immediate measures to protect health and safety. Client agrees to compensate GSE for any time spent and expense incurred by GSE to protect employees and the public's health and safety. GSE agrees to notify Client as soon as practical should unanticipated hazardous materials or suspected hazardous materials be encountered. In addition, Client waives any claim against GSE and agrees to defend, indemnify and save GSE harmless from any claim or liability for injury or loss arising from GSE's discovery of unanticipated hazardous materials or suspected hazardous materials. Client also agrees to compensate GSE for any time spent and expense incurred by GSE in defense of any such claim, with such compensation to be based upon GSE's prevailing fee schedule and expense reimbursement policy relative to recovery of direct project costs.
- R. GOVERNING LAW:** This AGREEMENT shall be governed by and construed according to the laws of the State of Florida.
- S. INSURANCE:** GSE shall carry general liability insurance and professional liability insurance.
- T. PERMITTING**
- T.1.** In cases where the SCOPE OF SERVICES requires GSE to submit, on behalf of the Client, a permit application and/or request for approval by a third party to this contract, GSE does not make any warranties, guarantees or representations as to the success of our effort on behalf of the Client. Payment for services rendered by GSE is not contingent upon the successful acquisition of these permits.
- T.2.** Permitting services do not include special studies, special research, special testing or special documentation not normally required for this type of project. GSE may provide such special services as Additional Services as authorized by the Client.
- T.3.** The Client shall pay for any regulatory agency review fees, application fees, permit fees, impact fees, or other fees and charges imposed by a regulatory agency or governmental entity.
- U. ADDITIONAL SERVICES**
- U.1.** GSE shall not be required to perform any services not specifically included in the AGREEMENT unless requested by the Client and agreed to by GSE in writing (such services to be hereinafter referred to as "Additional Services"). In addition, the Client authorizes GSE to perform additional services, for which GSE will be compensated in accordance with the AGREEMENT, which become necessary or required due to (a) emergencies, errors or action by the Client and/or the Client's agents including but not limited to the Client's other consultants, (b) and changes in the laws, rules, regulations, policies, or ordinances of any governing body or any governmental entity having jurisdiction over the Project or GSE, (c) any causes beyond GSE's control, and (d) cause which, at GSE's sole discretion, require that Additional Services be performed under circumstances where the Client's prior express authorization cannot be obtained. In the event GSE performs such Additional Services, GSE will notify the Client as soon as practical of the necessity and inception of the services.
- U.2.** It is understood and agreed that services under this AGREEMENT do not include participation, whatsoever, in any litigation.
- V. TERMINATION:** This Agreement may be terminated by either party by 7 days written notice in the event of substantial failure to perform in accordance with the terms herein by the other party through no fault of the terminating party. If this Agreement is so terminated, GSE will be paid for work satisfactorily completed up to date of termination plus reasonable termination expenses including but not limited to the cost of completing analyses, records, and reports necessary to document job status at the time of termination.
- W. INDEMNIFICATION:** Subconsultant shall indemnify and hold harmless the Engineer and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Subconsultant and other persons employed or utilized by the Subconsultant in the performance of the agreement. Subconsultant is not obligated to indemnify Engineer for the Engineer's own negligence.

Pursuant to Section 558.0035, Florida Statutes, an individual employee or agent may not be held individually liable for negligence.

Appendix C:
GSE Project 2 Cost Estimate



June 12, 2018

Mr. J. Chris Mickler, P.E.
Environmental Consulting & Technology, Inc.
3701 NW 98th Street
Gainesville, Florida 32606

Proposal for a Creek Slope Erosion Evaluation and Remedial Recommendations
GNV Little Hatchet Creek Stabilization

Project 2
Gainesville, Alachua County, Florida
GSE Proposal No. 2018-270

Dear Mr. Mickler:

GSE Engineering & Consulting, Inc. (GSE) is pleased to present this proposal for evaluating and providing remedial alternative recommendations for the on-going long term bank slope erosion along a portion of Little Hatchet Creek along the north side of Gainesville Regional Airport (GNV) in Gainesville, Alachua County, Florida.

This proposal outlines our understanding of the project, presents our proposed scope of services, and contains a schedule and our fees for providing these services. This proposal is for Project 2 which is located on the south side of the site. Engineering services for Project 1 were presented in GSE Proposal No. 2018-163 dated March 26, 2018.

PROJECT DESCRIPTION

We were informed that the City of Gainesville is concerned about on-going erosion of the bank slope along the east and west sides of the Little Hatchet Creek south of Project 1. GSE was furnished with an aerial photograph illustrating the area of concern. The approximate extent of the area that is under consideration to be stabilized was shown on the plan.

Mr. Joakim (Jay) B. Nordqvist with GSE met with Mr. J. Chris Mickler, P.E. of Environmental Consulting & Technology, Inc. (ECT) at the site on March 24, 2018 to observe the area of concern for Project 1. Photographs of Project 2 were provided to GSE.

Erosion along the south side of the bank was apparent in the area of concern. The area under consideration for slope stabilization is on the order of 1,350 feet in length. On-going "sluffing" of the soil bank appears to be occurring during times of increased flow through the creek.

The majority of the area is open and accessible to truck and track mounted drilling equipment. Approximately 500 feet of the creek stabilization area is located in a heavily wooded area that will require lane clearing to create access to the boring locations.

GSE Engineering & Consulting, Inc.
5590 SW 64th Street, Suite B
Gainesville, Florida 32608
352-377-3233 Phone ♦ 352-377-0335 Fax
www.gseengineering.com

PROPOSED SCOPE OF SERVICES

As requested, we propose to conduct a geotechnical evaluation of the slope to provide remedial stabilization recommendation alternatives. In addition, we were requested to provide structural engineering related services of a retaining wall design, if this is selected as the remedial alternative. We have also included an allowance for supplemental consulting services that may be requested by not fully known or defined at this time. The following tasks are proposed.

Task 1 – Geotechnical Exploration

The following proposed scope of services is based on our review of the provided information and our experience with similar projects.

- Coordinate site access with the City of Gainesville and/or Gainesville Airport Authority. Any restrictions related to the drill rig and access should be provided to us prior to equipment mobilization. Permitting related to drill rig access will not be provided as part of these services.
- Clear underground utilities through Sunshine One Call.
- Mobilize to the site with track or truck mounted drilling equipment to explore and characterize subsurface conditions in the area of the creek slope.
- Advance fifteen Standard Penetration Test (SPT) borings to depths of 35 feet below land surface (bls). The intent of the 35 feet borings is to extend a minimum of 10 feet beneath the bottom of the creek.
- Perform visual classification of the soil samples obtained from the soil borings to confirm field classifications.
- Perform soil laboratory classification tests on representative samples, as considered appropriate. These tests may include the percent soil fines passing the No. 200 sieve determinations, natural moisture content determinations, organic content tests and Atterberg Limits tests.

Our services will be provided under the direction of a Geotechnical Engineer registered in the State of Florida. The results of the exploration will be presented in a geotechnical engineering report. This report will specifically address the following items:

- Existing site conditions.
- Exploration, testing and sampling methods.
- Subsurface soil conditions encountered and soil classifications, including any unsuitable materials encountered.
- Depth to groundwater at the time of the exploration, if encountered.
- A discussion of the SPT boring results.
- Provide alternative recommendations related to the findings to address and remediate the bank slope stability.

GNV Little Hatchet Creek Stabilization

Project 2

Gainesville, Alachua County, Florida

GSE Proposal No. 2018-270

Task 2 – Alternate – Retaining Wall Design

If a retaining wall is desired as a remedial alternative, GSE can provide a structural engineering design suitable for construction. Our services will include a single sheet drawing with general notes. The design will include foundation and wall structural details. The plan will not include aesthetic fencing or other “architectural” type details. Structural connections related to proposed fencing could be included assuming we are provided information related to the proposed fencing or other materials to be used. We understand the overall length of the wall will be on the order of 1,350 feet. Our services will be provided under the direction of a Structural Engineer registered in the State of Florida.

Task 3 – Supplemental Engineering Consulting Services (As-Needed)

Engineering consulting services can be provided on an “as needed” basis. Specific scope of services and associated costs/timelines can be developed and established based on project requirements. Our services will be provided under the direction of Professional Engineers registered in the State of Florida.

PROJECT SCHEDULE

Upon authorization, we anticipate the field services will be completed within 2 weeks. This assumes no GNV related delays in securing access to boring locations within restricted areas. Once the field services are complete, we anticipate generating a summary report within an additional 3 weeks. We will verbally transmit our findings, conclusions and discuss remedial alternatives as they become available and are developed prior to the report submission. Should this not meet your requirements, please contact us so we may attempt to accommodate your needs.

FEE

Based upon our understanding of the project and scope of services presented above, the proposed **Task 1 – Geotechnical Scope of Services** scope of services will be performed for a lump sum fee of **\$14,900**. This includes a \$1,000 allowance for clearing the wooded area to provide site access. If clearing is not required, a credit will be issued.

Should the **Task 2 – Alternate Scope of Services – Retaining Wall Design** be desired, it can be performed for an additional lump sum of **\$3,500**.

If requested, **Task 3 – Supplemental Consulting Services** will be provided on a unit cost basis consistent with the following rates:

Project Professional	\$120/hr
Principal Professional	\$150/hr
Senior Engineering Technician	\$ 75/hr
CAD Support	\$ 65/hr
Clerical Support	\$ 65/hr
Reimbursable Expenses	Actual Cost Times 1.15

We recommend you consider an initial allocation of **\$2,500** for **Task 3**. Scope, timelines and budgets related to additional services that may be required can be provided under separate cover as an addendum to this proposal. We will not exceed authorized fee allowances in accordance with the above task orders without your prior authorization for an increase in our scope of services.

AUTHORIZATION

To formally authorize us to proceed with this project and to complete our files, please execute and return to us a copy of the attached Professional Services Agreement or issue a Purchase Order referencing this proposal. Please indicate below which Task Nos. you would like for GSE to perform.

Tasks Authorized:

- Task 1
- Task 2
- Task 3

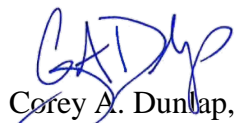
Additional Tasks may be authorized at separate times, as required.

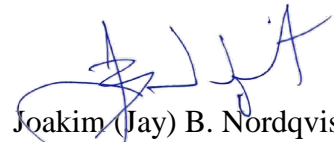
CLOSURE

We appreciate the opportunity to submit this proposal and we look forward to the possibility of working with you on this and future projects. If you have any questions, or if we can provide any additional information, please call us.

Sincerely,

GSE Engineering & Consulting, Inc.


Corey A. Dunlap, P.E.
Senior Engineer


Joakim (Jay) B. Nordqvist, P.E.
Principal Engineer

CAD/JBN:ldj
P:\General\Proposals\2018 Proposals\2018-270 GNV Little Hatchet Creek – Project 2\2018-270 Engineering Services Proposal.doc

Attachment: Professional Services Agreement (1)

Distribution: Addressee (1)
File (1)



Please sign, date, and return this service agreement to our office by:

- Fax (352) 377-0335
- Email ljones@qseengineering.com

Professional Service Agreement

Section I.

THIS AGREEMENT, made and entered into by and between GSE Engineering & Consulting, Inc. (GSE) and the Client identified herein, provides for professional services described under the attached Proposal No. 2018-270 dated June 12, 2018, and under the terms of Section II of this agreement.

CLIENT	INVOICE APPROVAL (If different from Client)
Environmental Consulting & Technology, Inc.	Firm _____
3701 NW 98th Street	Address _____
Gainesville, Florida 32606	City/State _____
CONTACT PERSON	CONTACT PERSON
Mr. J. Chris Mickler, P.E.	<i>(If Different from Client)</i> _____
Phone 352-332-0444	Phone _____
Cell 352-262-7956	Fax _____
E-mail cmickler@ectinc.com	E-mail _____

PROJECT (NAME and/or DESCRIPTION): Proposal for a Creek Slope Erosion Evaluation and Remedial Recommendations
 GNV Little Hatchet Creek Stabilization Project 2
 Gainesville, Alachua County, Florida

GSE agrees to perform the professional services set forth in the Proposals attached hereto and made a part of the AGREEMENT hereof, in accordance with Section II, STANDARD PROVISIONS expressed herein.

PAYMENT TERMS: *All invoices are payable within 30 days of invoice date, time being of the essence. Interest at the rate of 18% per annum shall accrue on all unpaid invoices (or portion thereof) from their due date. GSE Engineering & Consulting, Inc. shall be entitled to recover its attorney's fees and costs incurred in the collection of all sums due, regardless of whether a suit to collect such sums is filed. The sole and exclusive venue for any and all actions by and between the parties shall be Alachua County, Florida, unless a different venue is required by statute. The parties hereby expressly waive the right to trial by jury in any and all such actions.*

IN WITNESS WHEREOF, this AGREEMENT is accepted on the date written above.

Client: Environmental Consulting & Technology, Inc.	GSE Engineering & Consulting, Inc.
SIGNED: _____	SIGNED: _____
PRINT: J. Chris Mickler	PRINT: Kenneth L. Hill, P.E.
TITLE: Staff Engineer	TITLE: Principal Engineer
DATE: _____	DATE: _____

Section II. STANDARD PROVISIONS

- A. GENERAL PROVISIONS:** The Client's execution of the AGREEMENT authorizes GSE to perform all the professional services in the AGREEMENT unless otherwise noted in writing in the AGREEMENT or modified by written change order executed by GSE and the Client.
- B. SITE ACCESS:** The Client shall provide GSE free access to the Project Site for all equipment and personnel necessary for GSE to perform the work set forth in this Agreement. The Client will notify any and all possessors of the Project Site that the Client has granted GSE and its' subconsultants free access to the site. GSE will take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its services or the use of its equipment, but it is understood by the Client that, in the normal course of work, some damage may occur and the correction of such damage is not part of this Agreement unless so specified in the proposal and Client expressly releases GSE of liability for any damage to the site and agrees that GSE will not be responsible for the cost of restoring the site to its original condition. If the Client desires or requires GSE to restore the site to its original condition, then upon written request and agreement by Client to pay the cost thereof, GSE will perform such additional work as is necessary to repair damage to the site caused by its work or the use of its equipment.
- C. TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and services performed by GSE or others to be timely and properly performed in accordance with the plans, specifications, and contract documents, and GSE's recommendations. GSE shall not be liable for any claims for loss, damage or injury by Client or any third party unless all tests and inspections have been so performed and unless GSE's recommendations have been followed by Client. In the event that all such test and inspections are not so performed or GSE's recommendations are not so followed, Client agrees to indemnify, defend and hold GSE, its officers, employees, and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees arising out of the failure to perform such test and inspections or to follow GSE's recommendations except to the extent that such failure is the result of the gross negligence, willful or wanton act or omission of GSE, its officers, agents or employees.
- D. DAMAGE TO EXISTING MAN-MADE OBJECTS:** The Client will provide the location of underground utilities or obstructions to GSE who, in the execution of this work, will take precaution to avoid damage or injury to any such subterranean structure or utility. Client agrees to hold GSE harmless for any damages to subterranean structures which are not called to GSE's attention and correctly shown on the plans furnished and will reimburse GSE for any expenses in connection with any claims or suits including reasonable attorney fees.
- E. STANDARD OF CARE:** The Client recognized that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by GSE will be based solely on information available to GSE. GSE is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.
- Services performed by GSE under this Agreement are expected by Client to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the geotechnical engineering profession practicing contemporaneously under similar conditions in the locality of the project. Under no circumstances is any warranty, expressed or implied, made in connection with the providing of geotechnical engineering.
- F. SAMPLE DISPOSAL:** GSE will dispose of all remaining soil and rock samples 60 days after submission of the report covering those samples. Further storage or transfer of samples can be made at Client's expense upon Client's prior written request.
- G. RESPONSIBILITY:** If, under this AGREEMENT, professional services are provided during the construction phase of the project, GSE shall not be responsible for or have control over means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work, nor shall GSE be responsible for the contractor's failure to carry out the work in accordance with the Contract Documents or for a contractor's failure to comply with applicable laws, ordinances, rules or regulations.
- H. ASSIGNMENT:** Neither the Client nor GSE will assign or transfer its interest in this AGREEMENT without the written consent of the other.
- I. INFORMATION PROVIDED BY OTHERS:** The Client agrees to promptly provide GSE all information, whether written or otherwise, with respect to the Project which might reasonably be pertinent or necessary to enable GSE to satisfactorily perform its services hereunder. The Client assumes full responsibility for the accuracy of any information supplied to GSE by the Client, as it is not within GSE's SCOPE OF SERVICES to check or verify said accuracy, and the Client shall not hold GSE responsible for the accuracy of any information furnished by the Client.

- J. DOCUMENTS:** All original sketches, tracings, drawings, computations, details, design calculations, logs, reports and other documents and/or plans that result from GSE's services under this AGREEMENT are and remain the property of GSE as instruments of service. Where such documents are required to be filed with governmental agencies, GSE will furnish copies to the Client upon request. Reuse or modification by the Client is prohibited. Any unapproved use or modification shall be at the Client's or others' sole risk without liability or legal consequences to GSE unless approved in writing by GSE, prior to such reuse.
- K. TIME LIMITATION FOR ACCEPTANCE:** This AGREEMENT is offered to the Client in good faith, and GSE warrants this is a valid contract if executed by the Client and received by GSE within thirty (30) days of the date this document is delivered to the Client.
- L. INVOICE PROCEDURES AND PAYMENT**
- L.1.** Invoices for all work accomplished and reimbursable expenses during each calendar month shall be submitted to the Client. Monthly invoices shall include the portion of the fee earned for the month based on services performed, as determined by GSE, and any charges for reimbursable costs.
- L.2.** Reimbursable costs include fees of professional associates/subconsultants and out-of-pocket expenses. These reimbursable costs shall be charged at actual costs plus an administrative charge of 10% and shall be itemized and included in the invoice.
- L.3.** Typical out-of-pocket expenses include but are not limited to travel expenses (lodging, meals, etc.), job-related mileage at the prevailing company rate, long distance telephone calls, courier, printing and reproduction costs.
- L.4.** **PAYMENT TERMS:** *All invoices are payable within 30 days of invoice date, time being of the essence.* Interest at the rate of 18% per annum shall accrue on all unpaid invoices (or portion thereof) from their due date. GSE Engineering & Consulting, Inc. shall be entitled to recover its attorney's fees and costs incurred in the collection of all sums due, regardless of whether a suit to collect such sums is filed. The sole and exclusive venue for any and all actions by and between the parties shall be Alachua County, Florida, unless a different venue is required by statute. *The parties hereby expressly waive the right to trial by jury in any and all such actions.*
- L.5.** GSE reserves the right to suspend all services on the Project without notice if an invoice remains unpaid 45 days after the date of the invoice. This suspension shall remain in effect until all unpaid invoices are paid in full.
- M. ATTORNEY'S FEES:** In the event of any litigation arising from or related to the services provided under this AGREEMENT, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and their related expenses.
- N. DELAYS:** GSE is not responsible for delays caused by factors beyond GSE's reasonable control, including but not limited to delays because of accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove GSE services or work product promptly, or delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond GSE's reasonable control occur, the Client agrees that GSE is not responsible for damages, nor shall GSE be deemed to be in default of this AGREEMENT. If GSE is required to delay commencement of the work, or if, upon embarking upon its work, GSE is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by the Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the exclusive reasonable control of GSE, additional charges will be applicable and payable by Client.
- O. LIMIT OF LIABILITY**
- O.1.** The limit of liability of GSE to the Client for any cause or combination of causes shall be, in total amount, limited to the fees paid under this AGREEMENT.
- O.2.** In no event shall GSE be liable for any incidental or consequential damages by the Client in connection with the Project.
- O.3.** GSE is not responsible for accuracy or validity of information obtained from others and utilized in the services provided under this AGREEMENT.
- P. MEDIATION:** If a dispute arises out of or relates to this AGREEMENT, or the breach thereof, and if said dispute cannot be settled through direct discussion between the parties, then the parties agree to first endeavor to settle the dispute in an amicable manner by mediation before having recourse to arbitration or a judicial forum. The parties mutually agree that a similar dispute resolution clause will be contained in all other contracts executed by Client concerning or related to this AGREEMENT and all subcontracts executed by GSE.

- Q. DISCOVERY OF UNANTICIPATED HAZARDOUS WASTES, MATERIALS OR SUBSTANCES:** GSE and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. GSE and Client also agree the discovery of unanticipated hazardous materials may make it necessary for GSE to take immediate measures to protect health and safety. Client agrees to compensate GSE for any time spent and expense incurred by GSE to protect employees and the public's health and safety. GSE agrees to notify Client as soon as practical should unanticipated hazardous materials or suspected hazardous materials be encountered. In addition, Client waives any claim against GSE and agrees to defend, indemnify and save GSE harmless from any claim or liability for injury or loss arising from GSE's discovery of unanticipated hazardous materials or suspected hazardous materials. Client also agrees to compensate GSE for any time spent and expense incurred by GSE in defense of any such claim, with such compensation to be based upon GSE's prevailing fee schedule and expense reimbursement policy relative to recovery of direct project costs.
- R. GOVERNING LAW:** This AGREEMENT shall be governed by and construed according to the laws of the State of Florida.
- S. INSURANCE:** GSE shall carry general liability insurance and professional liability insurance.
- T. PERMITTING**
- T.1.** In cases where the SCOPE OF SERVICES requires GSE to submit, on behalf of the Client, a permit application and/or request for approval by a third party to this contract, GSE does not make any warranties, guarantees or representations as to the success of our effort on behalf of the Client. Payment for services rendered by GSE is not contingent upon the successful acquisition of these permits.
- T.2.** Permitting services do not include special studies, special research, special testing or special documentation not normally required for this type of project. GSE may provide such special services as Additional Services as authorized by the Client.
- T.3.** The Client shall pay for any regulatory agency review fees, application fees, permit fees, impact fees, or other fees and charges imposed by a regulatory agency or governmental entity.
- U. ADDITIONAL SERVICES**
- U.1.** GSE shall not be required to perform any services not specifically included in the AGREEMENT unless requested by the Client and agreed to by GSE in writing (such services to be hereinafter referred to as "Additional Services"). In addition, the Client authorizes GSE to perform additional services, for which GSE will be compensated in accordance with the AGREEMENT, which become necessary or required due to (a) emergencies, errors or action by the Client and/or the Client's agents including but not limited to the Client's other consultants, (b) and changes in the laws, rules, regulations, policies, or ordinances of any governing body or any governmental entity having jurisdiction over the Project or GSE, (c) any causes beyond GSE's control, and (d) cause which, at GSE's sole discretion, require that Additional Services be performed under circumstances where the Client's prior express authorization cannot be obtained. In the event GSE performs such Additional Services, GSE will notify the Client as soon as practical of the necessity and inception of the services.
- U.2.** It is understood and agreed that services under this AGREEMENT do not include participation, whatsoever, in any litigation.
- V. TERMINATION:** This Agreement may be terminated by either party by 7 days written notice in the event of substantial failure to perform in accordance with the terms herein by the other party through no fault of the terminating party. If this Agreement is so terminated, GSE will be paid for work satisfactorily completed up to date of termination plus reasonable termination expenses including but not limited to the cost of completing analyses, records, and reports necessary to document job status at the time of termination.
- W. INDEMNIFICATION:** Subconsultant shall indemnify and hold harmless the Engineer and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Subconsultant and other persons employed or utilized by the Subconsultant in the performance of the agreement. Subconsultant is not obligated to indemnify Engineer for the Engineer's own negligence.

Pursuant to Section 558.0035, Florida Statutes, an individual employee or agent may not be held individually liable for negligence.

Appendix D:

Atlantic-Gulf Survey Cost Estimate



**ATLANTIC~GULF SURVEYING
COMPANY, INC.**
Land & Engineering Surveys

June 13, 2018

Mr. Chris Mickler
E C T, Inc.
3701 NW 98 St
Gainesville, FL 32606

**Re: Limited Topographic Survey of:
2 Ditch Erosion Sites at the
Gainesville City Airport
Off of Hwy. 24
In Gainesville, Florida.
AGS Proposal No. P2018-2210**

Dear Mr. Mickler:

At your request, **ATLANTIC-GULF SURVEYING CO.** is pleased to submit this proposal for professional surveying services for the above referenced site in Gainesville, Florida (see attached aerial photograph for the site area locations). Our proposed scope of services, schedule and fee are as follows:

SCOPE OF SERVICES

Task I - Specific Purpose Survey – limited Topographic Survey – Site 1

We will provide a survey of the above referenced property, being a ditch easterly of NE 46th Terrace and northerly of NE 48th Avenue. The ditch to be surveyed starts at the end of a guardrail for NE 46th Terrace and extends 180' parallel to NE 48th Avenue, then turns SE, and extends another 60' to the end of Project Site. The survey will be prepared under the supervision of a professional land surveyor, registered in the State of Florida, in accordance with the Minimum Technical Standards for Land Surveying in the State of Florida.

We will establish a baseline most likely along the fence line adjacent to the ditch, to establish the limits of location, with the endpoints related to the NAD '83 State Plane Coordinates. Elevations for the Project will be referenced to NAVD '88, with 2 benchmarks set for the project, most probably on the beginning and end points of the survey.

5736 Timuquana Road, Jacksonville, FL 32210

Phone 904-771-6412 Fax 904-778-8578

Cross sections will be taken approximately at 50' intervals, along the ditch line, and every break in slope, from the fence line on the south and west, to 50' beyond the ditch bank on the other side. Severe areas of erosion will be enhanced with additional observations. The "turn" in the ditch will be located with additional shots to sufficiently show the curve in terrain.

Task I - Specific Purpose Survey – limited Topographic Survey – Site 2

We will provide a survey of the above referenced property, being a ditch 1325' beyond the end of, and perpendicular to, Runway 25. The ditch to be surveyed starts past the end of a large drainage structure near the northeast corner of the clear zone for Runway 25, and extends 850' southeasterly, perpendicular to said Runway 25, until the southeasterly corner of the clear zone, where it then turns southerly, and extends another 500', to the end of Project Site. The survey will be prepared under the supervision of a professional land surveyor, registered in the State of Florida, in accordance with the Minimum Technical Standards for Land Surveying in the State of Florida.

We will establish a baseline most likely along the edge of the clear zone adjacent to the ditch, to establish the limits of location, with the endpoints related to the NAD '83 State Plane Coordinates. Elevations for the Project will be referenced to NAVD '88, with 2 benchmarks set for the project, most probably on the beginning and end points of the survey.

Cross sections will be taken approximately at 50' intervals, along the ditch line, and every break in slope, from the baseline on the west (or 50' from ditch bank), to 50' beyond the ditch bank on the other side. Severe areas of erosion will be enhanced with additional observations.

INFORMATION SUPPLIED BY OWNER

The following information is requested by Atlantic-Gulf Surveying Company in order to perform the Specific Purpose Survey: A meeting with your representative, on-site, when the job starts, to establish the exact beginning and end of the Project Area.

SCHEDULE

From the notice to proceed, the survey should be accomplished within 3 to 4 weeks, barring any unforeseen complications.

FEE AND BILLING

We will accomplish the services outlined in Task 1 for the fee as detailed below:

Task 1 - Specific Purpose Survey (Limited Topographic Survey) -	\$2750.00
Task 2 - Specific Purpose Survey (Limited Topographic Survey) -	<u>\$6230.00</u>
Total for All Services -	\$8980.00

ADDITIONAL SERVICES

Any additional services required by **ECT, Inc.** will be performed at the following rates:

Registered Land Surveyor	\$85.00/Hour
CADD Technician	\$75.00/Hour
Field Party	\$100.00/Hour

CLOSURE

In addition to the matters set forth herein, our agreement shall include, and shall be subject to, the Standard Provisions attached hereto and hereby incorporated herein. The term "the Client" as used in the attached Standard Provisions shall refer to **E C T, Inc.**

If you concur with the foregoing and wish to direct us to proceed with the aforementioned services, please execute the enclosed copy of this letter agreement in the space provided and return the same to the undersigned. Fees and times stated in this agreement are valid for thirty (30) days after the date of agreement by **ATLANTIC-GULF SURVEYING CO., INC.** I will serve as project manager for this project. Please contact me if you have any questions.

Sincerely,

ATLANTIC-GULF SURVEYING CO., INC.



Brian R. Marie, P.S.M., President

Agreed to this ___ day of _____, 2018

By: _____
(Rep. for E C T, Inc.)

Title: _____

ATTACHMENTS: Map showing sites (received from ECT, Inc.)
AGS Standard Provisions

STANDARD PROVISIONS

- (1) **Payments for Services.** Invoices will be submitted by the Surveyor to the Client monthly for services performed and expenses incurred pursuant to this Agreement during the prior month. When the Surveyor's compensation is on a lump sum fee basis, the statements will be based upon the portion of total Services actually completed at the time of billing. If the Surveyor's compensation is on an hourly basis, the statements shall be based on time actually expended in providing the Services at the rates provided . Payment of each such invoice will be due within thirty (30) days receipt thereof. A service charge will be added to delinquent accounts at the maximum rate allowed by the law for each month of delinquency. If the Owner fails to make any payment due the Surveyor for services and expenses within sixty days (60) days after the Surveyor's transmittal of its invoice therefore, the Surveyor may, after giving seven (7) days written notice to the Client suspend services under this Agreement until it has been paid in full amounts due for services and expenses.
- (2) **Non-Contingency.** The Client acknowledges and agrees that the payment for services rendered and expenses incurred by the Surveyor pursuant to this Agreement is not subject to any contingency unless the same is expressly set forth in this Agreement.
- (3) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, all expenses subject to reimbursement hereunder, and other reasonable expenses incurred by the Surveyor as a result of such termination. In the event the Surveyor's compensation under this Agreement is a fixed fee, upon such termination the amount payable to the Surveyor for services rendered will be determined using a proportional amount of the total fee based on a ratio of the amount of work done, as reasonably determined by the Surveyor, to the total amount of work which was to have been performed, less prior partial payments, if any, which have been made.
- (4) **Liability.** The Surveyor is protected by Worker's Compensation insurance (and/or employer's liability insurance), and by public liability insurance for bodily injury and property damage and will furnish certificates of insurance upon request. The Surveyor agrees to hold the Client harmless from loss, damage, injury or liability arising directly from the negligent acts or omissions by the Surveyor, its employees, agents, subcontractors and their employees and agents but only to the extent that same is actually covered and paid under the foregoing policies of insurance. If the Client requires increased insurance coverage, the Surveyor will, if specifically directed by the Client, take out additional insurance, if obtainable, at the Client's expense.

- (5) **Limitation of Liability.** In performing its professional services hereunder, the Surveyor will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality. No other warranty express or implied, is made or intended by the Surveyor's undertaking herein or its performance of services hereunder. It is agreed that, in accordance with and subject to the provisions of the foregoing paragraph (4), the Client will limit any and all liability, claim for damages, cost of defense, or expenses to be levied against the Surveyor on account of any and all design defects, errors, omissions, or professional negligence to the amount actually paid in compensation for, or with respect to, such liability, claim, cost, or expense under any policy or policies or professional liability insurance maintained by the Surveyor. Under no circumstances shall the Surveyor be liable for extra costs or other consequences due to changed conditions or for costs related to the failure of the contractor or material men to install work in accordance with the plans and specifications.
- (6) **Assignment and Subcontracting.** Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Client and The Surveyor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and the Surveyor and not for the benefit of any party. Neither the Client nor the Surveyor shall assign, sublet or transfer any rights under interest in (including but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the Surveyor from employing such independent professional associates and consultants as the Surveyor may deem appropriate to assist in the performance of services hereunder.
- (7) **Confidentiality.** The Client hereby consents to the use and dissemination by the Surveyor to the use by the Surveyor of facts, data and information obtained by the Surveyor in the performance of the services hereunder. Notwithstanding the foregoing, with respect to any facts, data or information specifically identified in writing by the Client, the Surveyor shall use reasonable care to maintain the confidentiality of such identified material.
- (8) **Controlling Law and Venue.** This Agreement to be governed by the laws of the State of Florida.
- (9) **Binding Effect.** This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors and assigns.

- (10) **Merger; Amendment.** This Agreement constitutes the entire Agreement between the Surveyor and the Client, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Surveyor and the Client.
- (11) **Severability.** Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

_____ Client's Approving Initials

_____ Surveyor's Approving Initials