

Principals

Wayne D. Chalifoux
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July 15, 2015

Malcom Kiner
Gainesville Community Redevelopment Agency
802 NW 5th Ave, Ste 200
Gainesville, FL 32601

**Subject: Proposal for Professional Services
Kennedy Homes Site - 1717 SE 8th Ave**

Dear Mr. Kiner,

DRMP, Inc. (DRMP) is pleased to provide the Gainesville Community Redevelopment Agency (the Client) the following proposal for professional services related to the entitlement and development of 1717 SE 8th Ave in Gainesville, FL.

PROJECT UNDERSTANDING

The site formerly contained the Kennedy Homes apartment complex which was razed in 2007. The Client desires to develop the site into a two-phased residential subdivision with a mixture of affordable housing options and stormwater, wetland, and open space amenities. A master plan provided by the Client (Exhibit D) showing the general vision for the site will be the basis of the design. Phase one includes approximately 13 residential units (10 detached – 3 attached) with stormwater and wetland amenities and phase two includes approximately 25 residential units (16 detached – 9 attached). We understand the phasing shown in the master plan may be altered for budgetary purposes; any zoning or land use changes will be performed by the Client; and a boundary and topographic survey meeting the requirements of the City of Gainesville subdivision code will be provided by the Client in CAD format.

The overall objective of the services provided in this proposal is to carry the project through the City of Gainesville (City), Gainesville Regional Utilities (GRU), and St. Johns River Water Management District (SJRWMD) permitting and entitlement processes and deliver construction documents for bidding. The details for achieving this objective are outlined in the Scope of Services below.

1900 SW 34th Street
Suite 204
Gainesville, Florida 32608
Phone: 352.371.2741
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Boca Raton, Florida
Charlotte, North Carolina
Chipley, Florida
Columbia, South Carolina
DeLand, Florida
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1.800.375.3767
www.drmp.com

SCOPE OF SERVICES

We have selected several, exceptionally qualified, sub-consultants to participate in the project and developed a task-oriented scope of services based on our understanding of the project. The tasks are as follows:

TASK I DESIGN PLAT

The scope of this task is to prepare and submit a design plat application for the overall development to the City of Gainesville with the ultimate goal of receiving approval from the Development Review Board (DRB) and a preliminary development order from the City Commission. DRMP will be leading this task and coordinating the effort of the surveyor (GFY), geotechnical engineer (GSE Engineering), and ecologist (Ecosystem Research Corporation - ERC). Deliverables will include the following:

- **Design Plat Application** – An application package containing forms, reports, calculations, plans, and other related items required by the City of Gainesville to submit a sufficient application with the intention of receiving approval through the DRB and City Commission as specified in Chapter 30, Article VII, Division II of the Land Development Code.
- **Cost Estimate** – An estimate of approximate costs for the construction of the infrastructure, stormwater, and wetland improvements for each phase of the development.

General project coordination, facilitation, management, related to this task are included. Additionally, one resubmittal of the design plat and participation in three meetings are included in this task.

The design plat will serve as the basis for the overall development of the subdivision (both phases) and will be valid for twelve months upon receiving the preliminary development order. A final plat must be filed within that time period or the development order will expire and the design plat will have to be reapplied for. The City Commission can grant extensions of up to six months provided the preliminary development order has not expired. We suggest the initial application include a request that the preliminary development order be issued for a time period that covers the duration required to issue a final plat for both phases. This additional time, if granted by the City Commission, would allow phase two of the development to skip the design plat step and proceed directly into construction plans and final platting, provided concurrency is still available.

If the additional time is not granted with the initial preliminary development order then two options are available. The first option would be to semiannually request six month extensions from the City Commission until the final plat for phase two is filed. The second option is to let the preliminary development order run its course through the final platting of phase one and then restart the process once it is decided to move forward with phase two. These options can be discussed further upon execution of this proposal as neither will affect this scope of work.

Lump Sum Fee for Task I – \$32,025.50

TASK II CONSTRUCTION DOCUMENTS

The scope of this task is to prepare and submit applications to multiple regulatory agencies seeking the approval of the construction documents for phase one of the project. DRMP will be leading this task and coordinating the effort of the surveyor (GFY), landscape architect (BDA), lighting engineer (Nix Engineering), and ecologist (ERC). Deliverables will include the following:

- **Application Packages** – Application packages containing forms, reports, calculations, plans, specifications, and other related items required by each regulatory agency to apply for their associated permit(s). The regulatory stakeholders and their associated permit(s) are as follows:
 - **City of Gainesville** – Construction plan approval as specified in Chapter 30, Article VII, Division II of the Land Development Code
 - **GRU** – Utility permit
 - **SJRWMD** – Environmental resource permit (stormwater/wetland)
 - **FDEP** – NPDES construction permit
- **Cost Estimate** – An estimate of approximate costs for the construction of the infrastructure, stormwater, and wetland improvements for phase one of the development.

General project coordination, facilitation, management, related to this task are included. Additionally, one resubmittal of each application package and participation in two meetings are included in this task.

The construction documents will serve as the basis for the final plat and the physical construction of phase one of the project. The construction documents will be required to mimic the design plat and only minor deviations will be allowed. Substantial deviations will require the design plat to be resubmitted to the City (not included in this proposal).

Utilities other than potable water and gravity sanitary sewer are to be designed by the utility provider. DRMP will coordinate with utility providers to show underground conduits and easement locations. No offsite utility improvements (if required) are part of this scope. Sanitary sewer design is limited to gravity sewer only.

Landscape design is limited to code compliant irrigation and plantings within the interior right-of-way, entries, and common areas only (lots are excluded). Hardscape design other than fence details are not included in this scope. This hardscape exclusion encompasses but is not limited to plazas, walk, trails, walls, foundations, pavilions, trellis features, subdivision entry features, wayfinding/informational signs, and site furnishings.

Environmental services are limited to verification of previously delineated jurisdictional wetland lines and wetland mitigation design/analysis/permitting (Uniform Mitigation Assessment Method - UMAM). Environmental Resource Assessment Reporting, re-delineation of wetland lines, and Gopher Tortoise surveying and relocation permitting are not included in this scope.

Lump Sum Fee for Task II – \$61,631.50

TASK III FINAL PLAT

The scope of this task is to prepare and submit a final plat application for phase one to the City of Gainesville with the ultimate goal of receiving approval from the Development Review Board (DRB) and a final development order from the City Commission. DRMP will be leading this task and coordinating the effort of the surveyor (GFY). Deliverables will include the following:

- **Final Plat Application** – An application package containing forms, reports, calculations, plans, and other related items required by the City of Gainesville to submit a sufficient application with the intention of receiving approval through the DRB and City Commission as specified in Chapter 30, Article VII, Division II of the Land Development Code and Chapter 177 F.S.

General project coordination, facilitation, management, related to this task are included. Additionally, one resubmittal of the design plat and participation in two meetings are included in this task.

Homeowners association documents, covenants and restrictions, and title work for final platting is not included in this scope.

Lump Sum Fee for Task III – \$8,710.50

SCHEDULE

DRMP can commence work on this project 5 business days after receipt of an executed contract. We estimate Task I to require approximately 120-150 calendar days, Task II approximately 120-150 calendar days, and Task III approximately 30-60 calendar days to complete. The tasks can overlap to a certain extent without significant risks of re-work. The overall duration for completion of all tasks is estimated to be approximately 11 months. A detailed schedule will be provided upon execution of this proposal.

TERMS AND CONDITIONS

ADDITIONAL SERVICES (Not part of this contract)

If the Client desires to change or expand upon these services, an additional fee shall be negotiated. This renegotiation shall be accomplished prior to further work on the project. Renegotiation may be required for any of the following reasons:

- Client requested revisions to the key project features and/or layout after its initial approval;
- Factors discovered during the due diligence phase requiring an uncommon or extenuating amount of design effort;
- Off-site utility extensions;
- Lift station and force main design (gravity sewer only);
- Plat vacations;
- Homeowners association documents and/or covenants and restrictions;
- Title work;
- Septic drain field design;
- Dock design;
- DRI, concurrency, rezoning, land use, or other similar studies;
- Structural design for walls, foundations, parking structures, bridges, buildings, or other structures;
- Design and permitting of wells, water treatment systems, fire suppression systems;
- Archaeological studies, reviews or permitting;
- Environmental Resource Assessment;
- 100% Gopher Tortoise survey;
- Army Corps of Engineers permitting;
- Additional meetings beyond those specifically addressed;
- Construction or post design services;
- Traffic studies;
- Off-site engineering design or mitigation;
- Copies of completed plans, mailing fees, travel mileage, any other subcontracts shall be considered a direct reimbursable;
- Permitting fees;
- Items specifically stated as not included in the above Project Understanding or above Scope of Services or attached Sub-consultant Proposals (Exhibit C);

COMPENSATION SUMMARY AND TERMS

The following summarizes the fees and billing terms as proposed by DRMP for the Scope of Services as presented herein:

Task		Terms	Fee
I	Design Plat	LS	\$ 32,025.50
II	Construction Documents	LS	\$ 61,631.50
III	Final Plat	LS	\$ 8,710.50
		NTE TOTAL	\$ 102,367.50

The above fees for the Scope of Services will be performed per the terms stated above. Additional services or meetings, other than described above, upon request of the Client will be invoiced hourly, consistent with Exhibits "A" and "C". The attached Exhibits "A", "B", & "C" are hereby incorporated into this letter of agreement.

ACCEPTANCE


Your acceptance of this proposal may be indicated by issuance of a purchase order. The authorized proposal will serve as the basis of your authorization and our contractual agreement to proceed with the scope of services outlined in this proposal.

DRMP reserves the right to request additional compensation when the scope of the project significantly deviates from that which is stated in this contract.

We appreciate the opportunity to provide this proposal to you. Should you have any questions regarding the contents of this proposal or if we can be of further assistance in any way, please do not hesitate to contact us at your convenience.

This Scope of Services and Fee Schedule are hereby submitted by:

DRMP, Inc.



David Sowell, P.E.
Project Manager



Date

Acceptance by the **Gainesville Community Redevelopment Agency** will be authorized via Purchase Order.

Attachment(s): Exhibit "A" - Hourly Rate Schedule
 Exhibit "B" - Conditions of Agreement
 Exhibit "C" - Sub-consultant Proposals
 Exhibit "D" - Master Plan Documents

Exhibit "A"
Effective February 6, 2015

Administrative/Office Support		GIS	
Administrative Support I	\$50.00	GIS Technician	\$55.00
Administrative Support II	\$60.00	GIS Analyst	\$80.00
Administrative Support III	\$70.00	Expert Witness	
Administrative Support IV	\$80.00	Expert Witness Research	\$145.00
Senior Administrative Support	\$115.00	Expert Witness Testimony	\$250.00
Senior Administrative Supervisor	\$120.00	Survey	
Administrative Department Manager	\$160.00	2-Man Survey Crew	\$130.00
Reproduction Support	\$60.00	3-Man Survey Crew	\$150.00
Information Systems I	\$95.00	4-Man Survey Crew	\$195.00
Information Systems II	\$105.00	5-Man Survey Crew	\$230.00
Graphic Design		1-Man Robotic/GPS Crew	\$135.00
Graphic Designer I	\$55.00	2-Man Robotic/GPS Crew	\$150.00
Graphic Designer II	\$75.00	Surveyor in Training / Technician I	\$65.00
Graphic Designer III	\$120.00	Surveyor in Training / Technician II	\$75.00
Technical Writing		Surveyor in Training / Technician III	\$85.00
Technical Writer I	\$50.00	Surveyor in Training / Technician IV	\$95.00
Technical Writer II	\$65.00	Surveyor in Training / Technician V	\$100.00
Technical Writer III	\$85.00	Professional Surveyor & Mapper I	\$105.00
Public Relations		Professional Surveyor & Mapper II	\$115.00
Public Relations I	\$95.00	Professional Surveyor & Mapper III	\$135.00
Engineering		Professional Surveyor & Mapper IV	\$155.00
Engineering Technician I	\$50.00	Professional Surveyor & Mapper V	\$180.00
Engineering Technician II	\$60.00	Subsurface Utility	
Engineering Technician III	\$65.00	1-Man Utility Designate/Locate Crew	\$100.00
Engineering Technician IV	\$75.00	2-Man Utility Designate/Locate Crew	\$140.00
Engineering Technician V	\$85.00	3-Man Vacuum Excavation S.U.E. Crew	\$205.00
Engineering Technician VI	\$100.00	4-Man Vacuum Excavation S.U.E. Crew	\$240.00
Engineer I	\$80.00	SUE Project Manager	\$135.00
Engineer II	\$85.00	Utility Locate Technician	\$80.00
Engineer III	\$90.00	Planning	
Engineer IV	\$95.00	Planner I	\$75.00
Engineer V (P.E.)	\$105.00	Designers	
Engineer VI (P.E.)	\$115.00	Designer I	\$90.00
Engineer VII (P.E.)	\$125.00	Designer II	\$95.00
Engineer VIII (P.E.)	\$135.00	Designer III	\$105.00
Chief Engineer I (P.E.)	\$160.00	Designer IV	\$115.00
Chief Engineer II (P.E.)	\$170.00	Management	
CEI		Project Manager I	\$95.00
Inspector I	\$45.00	Project Manager II	\$100.00
Inspector II	\$65.00	Project Manager III	\$110.00
Inspector III	\$75.00	Senior Project Manager I	\$135.00
Senior Inspector I	\$80.00	Senior Project Manager II	\$150.00
Senior Inspector II	\$90.00	Senior Project Manager III	\$170.00
Senior Inspector III	\$95.00	Senior Project Manager IV	\$200.00
Project Admin/CSS	\$90.00	Chief Project Manager I	\$120.00
Inspection Manager	\$135.00	Chief Project Manager II	\$130.00
Senior Project Administrator	\$150.00	Department Managers I	\$170.00
Resident Engineer	\$200.00	Department Managers II	\$210.00
Environmental		Division Managers	\$220.00
Environmental Scientist I	\$65.00	Principals	\$275.00
Environmental Scientist II	\$80.00		
Environmental Scientist III	\$95.00		
Senior Ecologist	\$120.00		

Exhibit "B"

Conditions of Agreement

I. GENERAL CONDITIONS

- A. The proposal set forth in the attached letter agreement between DRMP, Inc. (the "CONSULTANT") and the client listed on page 1 thereto (the "CLIENT") shall be valid for the CLIENT'S acceptance for a period of forty-five (45) calendar days from the date the CONSULTANT executes such letter agreement (the letter agreement, Exhibit "A" and this Exhibit "B" are collectively referred to as the "AGREEMENT" and the letter agreement is sometimes referred to herein as the "Scope of Services").
- B. The AGREEMENT may be terminated at any time, without cause, by the CLIENT or the CONSULTANT upon seven (7) days prior written notice. In the event this AGREEMENT is terminated by either party or the services to be provided under the AGREEMENT by the CONSULTANT are suspended, canceled, terminated or abandoned by the CLIENT, the CONSULTANT shall be compensated by the CLIENT for all professional services provided up to the effective date of suspension, termination, cancellation or abandonment, plus all reimbursable expenses incurred by the CONSULTANT.
- C. It is understood and agreed that the CONSULTANT'S services under this AGREEMENT are limited to providing consulting services to the CLIENT and do not include participation in, supervision of, or control over the operation of any aspect of the CLIENT'S project (the "PROJECT"). Compensation payable to the CONSULTANT hereunder does not include any amount for participating in, supervising of or controlling the PROJECT.
- D. All original work product, including original documents, electronic files, tracings, field notes, calculations, etc., prepared by the CONSULTANT in connection with this AGREEMENT in whatever form, including written documents, electronic files, etc., shall be and remain the exclusive property of the CONSULTANT. The CONSULTANT assumes no responsibility or liability for any third party use of or reliance on the CONSULTANT'S findings, opinions, conclusions, recommendations, designs or other work product.
- E. In accepting and utilizing any drawings, data or other work product prepared in connection with the AGREEMENT (for purposes of this paragraph, the "Work Product") on any form of electronic media generated and provided by the CONSULTANT, the CLIENT covenants and agrees that all such Work

Product shall be and remain the exclusive property of the CONSULTANT, who shall retain all common law, statutory law and other rights, including copyrights, therein.

The CLIENT and the CONSULTANT agree that any CADD files prepared by either party shall conform to the specifications listed in the Scope of Services. Any electronic files submitted by the CONSULTANT to the CLIENT shall be reviewed promptly by the CLIENT and the CLIENT shall notify the CONSULTANT of any defects found in such electronic files within twenty one (21) days after delivery thereof to the CLIENT. Any defects the CLIENT discovers during this period will be reported to the CONSULTANT and will be corrected as part of the Scope of Services to be performed by the CONSULTANT. However, the correction of any defects detected and reported to the CONSULTANT by the CLIENT after the above twenty one (21) day period will be considered "Additional Services" pursuant to the letter agreement, for which a separate fee will be negotiated (as set forth in the letter agreement).

The CLIENT agrees not to use any Work Product, in whole or in part, for any purpose or project other than in connection with the PROJECT. In addition, the CLIENT agrees to waive all claims against the CONSULTANT resulting in any way from any unauthorized changes or reuse of the Work Product (i) in connection with any project other than the PROJECT, or (ii) by any party other than the CONSULTANT.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold the CONSULTANT harmless from any damage, expense, liability or cost, including reasonable attorneys' fees and costs of defense, arising from any changes made to the Work Product by anyone other than the CONSULTANT or from any reuse of, or unauthorized use of, such Work Product.

Under no circumstances shall transfer of the CONSULTANT'S Work Product, drawings and data on electronic media for use by the CLIENT be deemed a sale of such materials by the CONSULTANT, and the CONSULTANT makes no warranties, either express or implied, of merchantability and fitness for any particular purpose in connection with such materials.

- F. If, under this AGREEMENT, professional services are provided by the CONSULTANT during the construction phase of the PROJECT, the CLIENT acknowledges that

the CONSULTANT shall not be responsible for or have control over the means, methods, techniques, sequences, or procedures, or safety precautions and programs, with regard to the work performed on the PROJECT; nor shall the CONSULTANT be responsible for any failure: (i) of any party to carry out any work on the PROJECT in accordance with the PROJECT's contract documents or to obtain construction permits, or (ii) of the CLIENT'S Contractor (the "CONTRACTOR") to comply with applicable laws, ordinances, rules or regulations.

- G. The CONSULTANT shall be entitled to rely upon any information provided by the CLIENT or authorized representatives of the CLIENT without having to verify the accuracy of such information.
- H. To the extent set forth in the Scope of Services, the CONSULTANT shall submit all plans, permits, etc., to regulatory agencies, and shall respond to reasonable requests for additional information from such agencies. However, the CONSULTANT cannot guarantee the actions of any entity or the outcome of any process or proceeding. The CLIENT acknowledges and agrees that its obligation to pay all amounts owed pursuant to the Agreement is absolute and shall not be dependent upon matters which are not in the CONSULTANT'S control, including but not limited to financing, approvals, PROJECT success, or third party actions.
- I. Neither the CLIENT nor the CONSULTANT shall have any right to assign this AGREEMENT to any other person or entity, absent the prior written consent from the other party.
- J. In an effort to resolve any disputes, differences, claims or counterclaims that arise with respect to this AGREEMENT, the CLIENT and the CONSULTANT agree that all disputes between them arising out of or relating to the AGREEMENT shall first be submitted to non-binding mediation, unless the parties mutually agree otherwise, and shall constitute an express condition precedent in litigation. Mediation shall be conducted within sixty (60) days of the dispute first arising.

The CLIENT and the CONSULTANT further agree to use good-faith best efforts to include a mediation provision similar to the above provision in all of their agreements with independent contractors and consultants retained for the PROJECT and also to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

In the event of any dispute, difference, claim or counterclaim between the CONSULTANT and the CLIENT arising out of or in connection with this AGREEMENT, which is not resolved by the parties through mediation, any such matter shall be submitted to

the Circuit court in and for Orange County, Florida, for trial and determination by the court sitting without jury. The parties hereby consent to the jurisdiction of such court, to exclusive venue in Orange County, Florida, and to the service of process outside the State of Florida (if applicable) pursuant to the requirements of such court in any matter so to be submitted to it, and they expressly waive the right to a jury trial. The prevailing party in any such litigation shall be entitled to the reimbursement of reasonable attorneys' fees and taxable costs, including expert witness fees and costs.

- K. In the event that the CLIENT is not the record owner of the property covered by this AGREEMENT, the CONSULTANT may consider the CLIENT'S signature on the Agreement as evidence that the CLIENT has the property owner's permission and consent to enter into this AGREEMENT, and to be a party hereto. It shall be the CLIENT'S responsibility to inform the CONSULTANT of any change in ownership or change in any other circumstances that may affect the CONSULTANT'S ability to place a construction lien on such property if payment is not received by the CONSULTANT according to the terms of this AGREEMENT. The CLIENT hereby acknowledges and agrees that the CONSULTANT'S services are professional services that shall be performed in the practice of CONSULTANT'S profession in connection with the specific parcel or parcels of real property referred to in this AGREEMENT and that CONSULTANT shall be entitled to a lien upon such real property for the money owing to CONSULTANT for such services pursuant to Section 713.03, Florida Statutes, or otherwise pursuant to law or equity.
- L. This AGREEMENT shall be governed by the laws of the State of Florida.
- M. Regarding the subject matter hereof, this AGREEMENT contains the entire agreement of the parties and their representatives and agents, and supersedes all prior understandings, whether oral or written. The CLIENT agrees that this Agreement shall govern and supersede any form agreements delivered by the CONSULTANT and/or the CLIENT, such as client purchase orders or work orders, and that such forms may be issued by the CLIENT as a matter of convenience without altering any of the terms or conditions of this Agreement, unless such form has been signed on behalf of both the CLIENT and the CONSULTANT by an authorized representative.
- N. In recognition of the relative risks and benefits of this Agreement to both the CLIENT and the CONSULTANT, the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the CONSULTANT and its subconsultants to the CLIENT and to all construction contractors and subcontractors on the PROJECT for any and all claims, losses, costs, and damages of any nature whatsoever or claimed expenses from any cause or causes (collectively "CLAIMS"), so that the total

aggregate liability of the CONSULTANT and its subconsultants to all those named above shall not exceed the total fee received by CONSULTANT hereunder for services rendered pursuant to this Agreement. This paragraph shall apply to CLAIMS including, but not limited to claims based on negligence, professional errors or omissions, strict liability, or other tort claims, and breach of contractor warranty.

In the event the CLIENT does not wish to limit the CONSULTANT'S professional liability as set forth in the paragraph above, the CONSULTANT agrees to increase the limitation on CONSULTANT'S aggregate liability for all claims to a maximum of \$1 million, but only upon receiving the CLIENT'S written request within ten (10) days after the date hereof and the payment by CLIENT of additional consideration of five percent (5%) of the CONSULTANT'S total fee pursuant to this Agreement or \$300.00, whichever is greater.

Notwithstanding anything to the contrary herein, in no event shall the CONSULTANT be liable to the CLIENT under this AGREEMENT or for services provided hereunder, under any claim or theory (including breach of contract or tort), for consequential, incidental, or punitive damages, including lost profits or loss of business, even if such damages were reasonably foreseeable.

- O. The CLIENT acknowledges that the CONSULTANT cannot control the cost of construction labor and materials or competitive bidding, and that market conditions fluctuate, and therefore the estimates of construction costs provided by the CONSULTANT will be made on the basis of the CONSULTANT'S experience and qualifications. As a result, the CONSULTANT does not guarantee the accuracy of any such estimates.
- P. All provisions of this AGREEMENT relating to indemnity or allocation of responsibility or liability between the CLIENT and the CONSULTANT shall survive the completion of the services to be performed hereunder and the termination of this AGREEMENT.
- Q. In the event that any provision of this AGREEMENT is found to be unenforceable under applicable law, the remaining provision(s) shall continue in full force and effect.
- R. In providing services under this AGREEMENT, the CONSULTANT is acting as an independent contractor and not as an agent or employee of the CLIENT.
- S. In the event that the CONSULTANT is obstructed or delayed in the prosecution or completion of its services under this AGREEMENT as a result of causes beyond the control of the CONSULTANT, including, but not restricted to, acts of God or of public enemy, acts of

terrorism, acts of government or of the CLIENT, the property owner or any other person or entity, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then any milestones contained on any PROJECT schedule shall be extended by the length of such delay, plus any additional time required by the scheduling demands of any third party whose performance was rescheduled as a result of such delay.

- T. The CLIENT acknowledges that PROJECT schedules, if any, are provided by the CONSULTANT for informational and planning purposes only, and are subject to change as the PROJECT progresses. The CONSULTANT does not guarantee any time frames.
- U. The CLIENT acknowledges that the CONSULTANT does not guarantee the success, as measured by the CLIENT, of the services of the CONSULTANT described herein. The CONSULTANT'S obligation hereunder is limited to using commercially reasonable efforts to perform the stated services. The CONSULTANT shall have no responsibility for outcomes or results dependent in whole or in part on decisions or actions of the CLIENT or third parties.

II. COMPENSATION TERMS

- A. Amounts due to the CONSULTANT under this Agreement shall be payable within thirty (30) days of CLIENT'S receipt of an invoice therefore. If full payment of an invoice is not received within sixty (60) days commencing on the date of the invoice, then CONSULTANT may, at its exclusive option, (i) charge CLIENT and, in such case, CLIENT shall pay, a service charge equal to one and one-half percent (1.5%) per month of the unpaid balance, which charge shall accrue from the date of the invoice until such balance is paid in full; (ii) the CONSULTANT may, without waiving any other claim or right against the CLIENT, suspend services under this AGREEMENT until the CONSULTANT has been paid in full all amounts due CONSULTANT and/or any of its subconsultants and subcontractors; or (iii) the CONSULTANT may, without waiver of any other claim or right against the CLIENT, upon seven (7) days written notice, terminate this Agreement. Furthermore, the CLIENT agrees that the CONSULTANT shall not be held liable for any damages sustained by the CLIENT or others due to such suspension of services or termination of this Agreement. Suspension of services or termination of this Agreement shall not excuse CLIENT from its obligation to pay CONSULTANT all fees and expenses earned or incurred as of the date of suspension or termination, including interest charges at 1.5% per month.
- B. Fees set forth in this Agreement are for professional services only. Out-of-pocket expenses (such as reproduction, overnight mail, travel, meals, etc.) will be considered a direct reimbursable expense, and invoiced in addition to the fees indicated herein. These expenses will be invoiced as incurred, and may include, at

CONSULTANT's exclusive discretion, a handling charge markup of not to exceed ten percent (10%).

- C. Services to be billed hourly that are subject to a cap (as specifically identified in the Scope of Services) and time and materials tasks will be billed on an hourly basis as incurred monthly. Hourly rates utilized in the billing (for hourly and additional services) are set forth in Exhibit "A" (if applicable).
- D. Invoices shall be prepared monthly for Lump Sum Fee items (as set forth in the Scope of Services) based on the percent of work complete and costs incurred by the CONSULTANT.
- E. The CLIENT acknowledges that the proposal set forth in the letter agreement specifies a number of meetings or a specific meeting budget. All additional meetings, as requested by the CLIENT, will be invoiced pursuant to the CONSULTANT'S applicable hourly rates.
- F. All hourly rates and fees quoted in this AGREEMENT shall be effective for a period of twelve (12) months after the CLIENT'S execution of this AGREEMENT, after which time they may be revised by the CONSULTANT upon written notice to the CLIENT.
- G. This AGREEMENT shall become effective upon the CONSULTANT'S receipt from the CLIENT of a signed AGREEMENT and, if requested, a retainer. All retainer amounts will be applied to the CLIENT'S last invoice. A RETAINER OF \$____.00 IS REQUIRED BEFORE THE CONSULTANT WILL COMMENCE ANY SERVICES UNDER THE AGREEMENT.
- H. Subconsultant or subcontractor fees/expenses invoiced through the CONSULTANT may, at CONSULTANT's exclusive discretion, include a handling and coordination markup. This markup will be no more than five percent (5%) for amounts greater than \$50,000.00; ten percent (10%) for amounts between \$20,000.00 and \$50,000.00; and fifteen percent (15%) for amounts less than \$20,000.00.
- I. It is understood that the CONSULTANT'S services to be provided under this AGREEMENT do not include any participation whatsoever in any litigation or negotiations. If at any time the CONSULTANT is requested to participate in litigation or negotiations, or to act as an expert witness, whether by the CLIENT or on its behalf, and the CONSULTANT agrees to do so, the CONSULTANT shall be paid by the CLIENT in

advance if requested by CONSULTANT at the applicable hourly rate for the CONSULTANT'S time in preparation of and/or during testimony at a hearing, arbitration, or other official proceeding. In addition, the CLIENT shall pay all reasonable expenses of the CONSULTANT incurred in connection therewith. The amount due and payable to the CONSULTANT under this paragraph shall not be reduced for any reason including, but not limited to, settlement of the matter based on a pro-rata share of the monies in questions.

III. CLIENT RESPONSIBILITIES

- A. The CLIENT shall provide to the CONSULTANT all available and applicable information that is related to the site and to the PROJECT that is in the CLIENT'S possession, or that may come into the CLIENT'S possession or knowledge including, but not limited to:
 - Survey(s) (Boundary, Topo, etc.)
 - Legal Description & Title Information
 - Utilities Data/Plans
 - Environmental Studies/Data
 - Geotechnical Studies/Data
 - Previous Site consulting Plans/Studies
 - Previous Site Planning Sketches or Studies
 - Other Applicable Data/Information
 - Previously Prepared, Submitted or Approved Permits
 - Previously Prepared Development-Const. Cost Est.
 - Aerial Photography, if available
 - Reasonably suspected information or leads
- B. The CLIENT shall be responsible for the payment of all fees to government and review agencies.
- C. The CLIENT shall indemnify and hold the CONSULTANT harmless for any losses or damages caused by the negligent acts of the CLIENT, its employees or agents.
- D. The CLIENT grants to the CONSULTANT right of entry to the PROJECT site by the CONSULTANT, its employees, agents, and subcontractors in order to perform the CONSULTANT'S services under this AGREEMENT. If the CLIENT does not own the PROJECT site, the CLIENT warrants and represents to the CONSULTANT that the CLIENT has the authority and permission of the owner of the PROJECT site and occupant of the PROJECT site (if applicable) to grant this right of entry to the CONSULTANT.

IV. The following information is necessary for the CONSULTANT to set its files up correctly. Please fill out and return at your earliest convenience.

1. PROJECT Name for Invoicing:

2. Mailing Address:

Phone No.: ()

Fax No.: ()

E-Mail:

3. Invoices should be sent to the attention of:

4. Date invoices must be received by CLIENT:

5. Special invoice format required: Yes No (If yes, please forward to CONSULTANT)

6. Person(s) authorized to bind CLIENT contractually:

7. Are purchase orders required: Yes No

8. Name and contact address/phone number under which title of property is held:

9. Name/Entity of applicant for PROJECT permit applications (title, address, phone number):

10. Person to sign permit applications (title, address, phone number):



Buford Davis + Associates
landscape architects site planners

May 11, 2015

Exhibit C
(includes next 19 pages)

David Sowell, PE
DRMP, Inc
1900 SW 34th Street, Suite 204
Gainesville, FL 32608

**Re: Contract for Professional Landscape Architectural Services for the
Kennedy Homes Subdivision, Phase 1A and 1B**

Dear Mr. Sowell:

Buford Davis + Associates (BDA) is pleased to offer DRMP, Inc. (DRMP) the following contract for Landscape Architectural design services for Kennedy Homes Subdivision, Phase 1A and 1B project located in Gainesville, Florida.

Project Understanding

In 2014, the City of Gainesville's Community Redevelopment Agency (CRA) developed a master plan for a new, walkable community in east Gainesville. The subdivision is proposed on an approximately 15-acre undeveloped parcel located within the CRA's Eastside Redevelopment District at 1717 SE 8th Avenue. Principles that guided design of the master plan include sustainability, promotion of active lifestyles, increased natural and social connectivity, and community building through redevelopment. The final master plan includes restored wetland areas, a stormwater pond, 38 residential lots, and associated roadways, walks, and trails. Development of the subdivision is proposed as three phases; Phase 1A, Phase 1B, and Phase 2. See Attachment 'A', Phasing Plan from the master plan document, attached.

The CRA is currently proceeding with rezoning the parcel such that it can be redeveloped as a subdivision. As such, the future zoning of the project is unknown at this time. The site will then be platted to define lots and lay out utility infrastructure. Following the platting process, Phase 1A and 1B will be submitted to the City of Gainesville (City) for development site plan review. Concurrently, construction documents will be prepared for Phase 1A and 1B for bidding purposes.

Requested landscape architectural services are for Phase 1A and 1B and include preparation of a code-minimum landscape plan for City Site Plan Review, conversion of City submittal plans to construction documents, design enhancements beyond code-minimum for the project's 8th Avenue frontage, and perimeter fence plan and details. Additional professionals who may be working on the project as a sub-consultant to BDA include Crawford Irrigation Design.



2406 NW 43rd Street

Gainesville, Florida 32606

352.335.1896 tel

352.373.6407 fax

The following is our anticipated scope of services based on the above understanding and our discussion.

Scope of Services

A. City of Gainesville Permitting: Code Compliant Landscape Plan

1. BDA shall prepare an Initial Code Compliant Landscape Plan for City Site Plan Approval and for GRU Utility Permit Review. This plan shall comply with the City's Land Development Code and address the following requirements:
 - a. First Step Meeting – BDA shall attend a First Step meeting with City Staff to discuss the project, site issues, and design approach related to landscape.
 - b. Pre-Design Site Meeting - BDA shall meet with the City Urban Forestry Inspector to evaluate existing tree canopy, discuss tree mitigation, and review site specific landscape requirements.
 - c. Landscape Plan for Site Plan Approval – BDA shall prepare a Code Compliant Landscape Plan to address the minimum City landscape requirements, including tree mitigation, adjacent property landscape buffers, street buffers, parking area landscape requirements, and stormwater basin landscape requirements. Plantings will be proposed along the subdivision's roadways, setbacks, and common areas. Plantings will not be proposed within residential lots.
 - d. Fencing Plan and Details– BDA shall prepare a plan to illustrate the proposed location of the subdivision's perimeter fence and shall provide a typical fence elevation to illustrate the proposed fence character and address City code requirements. If possible, the fence layout and details will be included within the Landscape Plan for ease of submittal.
2. BDA shall attend one (1) City Technical Review Committee meeting.
3. BDA shall respond to City comments and make resubmittals as necessary.
4. BDA shall prepare a statement of probable costs (SPC) for landscape included in the code-compliant plan. A SPC shall accompany up to two submittals.
5. *Deliverables:* Work to be completed in AutoCAD. Base files will reference the project survey, civil, and architectural files (by others) as appropriate.
 - a. 'PDF' file of each submittal
 - b. Signed and sealed drawings as required
 - c. 'PDF' file of each statement of probable cost (up to two)

Scope Item 'A' \$ 4,850.00

B. Construction Documents: Landscape, Irrigation, and Fencing Plans

1. BDA shall prepare construction documents, including plans, details, and technical specifications, for the following. Submittals are anticipated to include 90% and 100%/FOR BID packages.
 - a. Landscape: BDA shall translate the final, approved City Site Plan Review Landscape Plan into a biddable construction document. Planting details, technical specifications, and sod area outlines will be added to the Landscape Plan. BDA shall also meet with DRMP and the CRA to discuss minimal enhancements that may be desired at subdivision entries, along SE 8th Avenue, and around the stormwater pond. BDA will incorporate these additional plantings within the construction document landscape plans. Additional plantings within individual lots of the subdivision are not included. However, the landscape design of individual lots can be included as an additional service.
 - b. Irrigation: BDA shall provide an Irrigation Plan to serve proposed plantings.
 - c. Fencing: BDA shall provide a Fencing Plan and Fencing Details to communicate fence layout, typical elevation, special elevations/connections, typical posts/columns, and typical gates.



2. BDA shall prepare a statement of probable costs (SPC) to address the above items. A SPC shall accompany both construction document submittals.
3. BDA will participate in up to three (3) design review/client meetings.
4. *Deliverables:* Work to be completed in AutoCAD. Base files will reference the project survey, civil, and architectural files (by others) as appropriate.
 - a. 'PDF' file of each submittal (90% and 100% construction documents) and statement of probable cost associated with each

Scope Item 'B' \$ 6,675.00

Project Total \$ 11,525.00

Optional Additional Services

Upon request, BDA can also perform the following additional services if desired per an additional lump-sum negotiated fee or as an hourly rate:

1. Phase 2 permitting or construction documentation
2. Bidding assistance and construction administration
3. Landscape and irrigation design for individual residential lots
4. Hardscape design beyond fence details, including but not limited to plazas, walks, trails, walls, fountains, pavilions, trellis features, and site furnishings
5. Sign/wayfinding design
6. Graphics preparation
7. Participation in additional meetings or presentations

Project Exclusions

Services specifically excluded from this proposal and scope of work include:

1. Permit fees
2. Stormwater Drainage design
3. Security/Site Lighting Plan or Photometric Plan

Printing and Reimbursables

Reproduction and printing expenses shall be billed at cost plus 10%.

Provided by Client

All work shall be produced using AutoCAD 2015. DRMP shall provide all necessary site information (electronic format) needed for the completion of the plans.

Proposed Project Schedule

BDA will coordinate with DRMP to prepare a project schedule once proposal is approved.

Thank you for considering our firm for this project, and we look forward to working with you. Should you have any questions or concerns, please feel free to contact me at your earliest convenience.

Sincerely,

EJ Bolduc III, Landscape Architect



STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

CONSULTANT:	Buford Davis + Associates
	2406 NW 43 rd St
	Gainesville, FL 32606
	Phone: 352-335-1896 Fax: 352-373-6407
CLIENT:	Mr. David Sowell, P.E.
	DRMP, Inc.
	1900 SW 34 th Street, Suite 204
	Gainesville, FL 32608

CLIENT requests and authorizes CONSULTANT to perform the following services:

SCOPE:	Per attached proposal dated May 11, 2015 with reference to
	Professional Landscape Architectural Services for the Kennedy Homes
	Subdivision Phase 1A and 1B project located in Gainesville, Florida

COMPENSATION by CLIENT to CONSULTANT will be on the basis of

	Per attached proposal from E.J. Bolduc III dated May 11, 2015 with
	Reference to Landscape Architectural Services for the Kennedy Homes
	Subdivision Phase 1A and 1B project located in Gainesville, Florida

When compensation is on a cost-reimbursable basis, a service charge of 10 percent will be added to Direct Expenses. All sales, use, value added, business transfer, gross receipts or other similar taxes will be added to CONSULTANTS compensation when invoicing CLIENT.

OTHER TERMS:

Services covered by this AGREEMENT will be performed in accordance with the Provisions listed below and any attachments or schedules. This AGREEMENT superseded all prior agreements and understanding and may only be changed by written amendments executed by both parties:

PROVISIONS

- Authorization to Proceed.** Execution of the AGREEMENT by CLIENT will be authorization for CONSULTANT to proceed with the work.
- Per Diem Rates.** CONSULTANT'S Per Diem Rates, when stated as basis of compensation, are those hourly rates charged for work performed on the PROJECT by CONSULTANT'S employees for the indicated classifications. These rates are subject to annual adjustments and include all allowances for salary, overheads and fees, but do not include allowances for Direct Expenses.
- Cost Opinions.** Any cost opinions or other PROJECT economic evaluations provided by CONSULTANT will be on a basis of experience and judgment, but since CONSULTANT has no control over market conditions or bidding procedures, CONSULTANT can in no way warrant that bids, construction costs, or other PROJECT economics will not differ from the cost opinions or other PROJECT economic evaluation provided.
- Standard of Care.** The Standard of Care applicable to CONSULTANT'S services will be the degree of skill and diligence normally employed by professional Landscape Architects or consultants performing the same or similar services at the time CONSULTANT'S services are performed. CONSULTANT will re-perform any services not meeting this Standard of Care without additional compensation.
- Termination.** This AGREEMENT may be terminated for convenience on 30 days written notice, or for cause, if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter. On termination, CONSULTANT will be paid for all authorized services performed up to the termination date plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related close-out costs. If no notice of termination is given, relationships and obligations created by this AGREEMENT, except Provisions 8 through 13, will be terminated upon completion of all applicable requirements of this AGREEMENT.

6. **Payment to CONSULTANT.** Periodic invoices will be issued by CONSULTANT for all services provided under this AGREEMENT. Invoices are due and payable on receipt. Interest at a rate of 1-1/2 percent per month, or that permitted by law if lesser, will be charged on all past-due amounts starting 30 days after the date of the invoice. Payment will first be credited to interest and then to principal. In the event of a disputed or contested invoice, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. CLIENT will exercise reasonableness in contesting any invoice or portion thereof. No interest will accrue on any contested portion of the invoice until mutually resolved.
7. **Limitation of Liability.** In recognition of the relative risks, rewards and benefits of the Project to both the CLIENT and the CONSULTANT, the risks have been allocated so that the CLIENT agrees that, to the fullest extent permitted by law, CONSULTANT'S other liability to CLIENT for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this AGREEMENT, from any cause or causes, shall not exceed the compensation received by CONSULTANT under this AGREEMENT. This Provision takes precedence over any conflicting Provision of this AGREEMENT or any document incorporated into it by reference.
8. **Severability and Survival.** If any of the Provisions contained in this AGREEMENT are held illegal, invalid or unenforceable, the enforceability of all remaining Provisions shall not be impaired thereby. Limitation of Liability, indemnities and other express representations shall survive termination of this AGREEMENT for any cause.
9. **Hazardous Substances and Asbestos.** CLIENT will indemnify CONSULTANT from all claims, damages, losses, costs, including litigation expenses and attorney fees, arising out of or relating to the presence of hazardous substances, contaminants or asbestos on or under the PROJECT. This indemnification shall not apply to hazardous substances, contaminants or asbestos used by and brought to the PROJECT solely by CONSULTANT.
10. **Interpretations.** The limitations of liability will apply whether CONSULTANT'S liability arise under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, except the limitations will not apply to willful misconduct or gross negligence for limitations of liability or sole negligence for indemnification. Said limitations shall apply to CONSULTANT'S officers, affiliated corporations, employees and subcontractors.
11. **Ownership.** All documents and design concepts produced by the CONSULTANT under this agreement shall remain the property of the CONSULTANT and may not be used by the CLIENT for any other endeavor without the written consent of the CONSULTANT.
12. **Construction Observation.**
 - A. If construction observation services are provided under this AGREEMENT, the CONSULTANT will visit the project at intervals during construction to determine if the work is proceeding in general compliance with the construction documents. The CONSULTANT is not retained to make detailed inspections, or to provide continuous project review and observation services.
 - B. If the CONSULTANT'S services under this agreement do not include project observation or review of the Contractor's performance, the CONSULTANT accepts no responsibility for the Contractor's compliance with the construction documents.
13. **No Third Party Beneficiaries.** This AGREEMENT gives no rights or benefits to anyone other than CLIENT and CONSULTANT and has no third party beneficiaries. CONSULTANT'S services are defined solely by this AGREEMENT, and not by any other contract or agreement that may be associated with the PROJECT.
14. **Materials and Samples.** Any items, materials, samples or substances removed from the PROJECT site for testing, analysis or other evaluation will be returned to the PROJECT site within 60 days of PROJECT close-out unless agreed to otherwise. CLIENT recognizes and agrees that CONSULTANT is acting as a bailee and at no time assumes title to said items, materials, samples or substances.
15. **Assignments.** This is a bilateral personal services AGREEMENT. Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or relating to this AGREEMENT, whether arising out of tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. These conditions and the entire AGREEMENT are binding on the heirs, successors and assigns of the parties hereto.
16. **Choice of Law and Venue.** This AGREEMENT shall be construed in accordance with the laws of the State of Florida. CLIENT expressly waives any right to venue in any action brought under, arising out of or related to this AGREEMENT. Venue shall be in Alachua County, Florida.

Approved for **CLIENT**

Accepted for **CONSULTANT**

By: _____

By: _____

Typed Name & Title: _____

Typed Name & Title: EJ Bolduc III, ASLA

Landscape Architect

Date: _____

Date: _____



----- Property Line

Scale: N.T.S

Phase One

Phase one will include wetland restoration, stormwater mitigation and a sampling of residential product. It will also include amenity space to aid the marketability of phase one of the development.

Phase Two

Once the first phase of development is complete and product is being sold, the remainder of the development should commence construction. This phase will include more housing of each type and additional amenity space. At this point the product type can be adjusted based on market response during phase one.



ECOSYSTEM RESEARCH CORPORATION
2906 NW 142 Avenue
GAINESVILLE, FL 32609-4026

FEIN 59-3124304

Proposal

Date	Proposal #
5/10/2015	2015-027

Submitted to
DRMP David Sowell, PE 1900 SW 34th Street, Ste 204 Gainesville, FL 32608

Terms
Due on receipt

Project:
Kennedy Homes, Phase I Subdiv

Description	Qty	Cost	Total
KENNEDY HOMES, PHASE 1 SUBDIVISION			
Notes/Purpose: A proposal is provided to cover costs for additional services related to environmental permitting of the Kennedy Homes, Phase 1 Subdivision. This proposal provides for costs as outlined in Proposal 2014-011 dated 5/8/2014 and Proposal 2014-025 dated 02/20/15 to Gainesville Community Redevelopment Agency.			
1. Initial meeting with GCRA and IDMD Principal, Peter M. Wallace	8	75.00	600.00
2. Field surveys with Engineer as part of technical design assessment. Meetings with Engineers for mitigation design alternatives, plan view cross section, hydrologic analysis Principal, Peter M. Wallace	20	75.00	1,500.00
3. Mitigation plan and report development and multiple scenario analyses Principal, Peter M. Wallace	24	75.00	1,800.00
Senior Scientist	24	60.00	1,440.00
Word Processing/GIS Services		60.00	60.00
Estimate good for 30 days		Total	

Accepted by: _____

Proposed by: Pete M. Wallace

Date: _____

Phone #	Fax #
386-462-5005	386-462-7748

E-mail
Pete@EcoSysFl.com



ECOSYSTEM RESEARCH CORPORATION
2906 NW 142 Avenue
GAINESVILLE, FL 32609-4026

FEIN 59-3124304

Proposal

Date	Proposal #
5/10/2015	2015-027

Submitted to
DRMP David Sowell, PE 1900 SW 34th Street, Ste 204 Gainesville, FL 32608

Terms
Due on receipt

Project:
Kennedy Homes, Phase I Subdiv

Description	Qty	Cost	Total
4. Final review of wetlands jurisdiction line with City and SRWMD to address line revisions in the following areas a. East of ditch, small wetland area b. Along outfall pipe along east fence line of Kennedy c. Address JD line in southwest corner and other surface water areas within the fenced boundary of property d. Find gopher tortoise burrows and relabel for future permitting and "current" protection* Principal, Peter M. Wallace	16	75.00	1,200.00
5. Meetings with SRWMD and City of Gainesville in field to develop District UMAM analysis. Meetings with DRMP, District, City, and Applicant to address UMAM and mitigation design Principal, Peter M. Wallace	12	75.00	900.00
6. Plan Board and Commission Meetings; response to District and City requests for additional information Principal, Peter M. Wallace	8	75.00	600.00
7. Additional meetings/RAI response Principal, Peter M. Wallace	4	75.00	300.00

Estimate good for 30 days	Total
----------------------------------	--------------

Accepted by: _____

Proposed by: Pete M. Wallace

Date: _____

Phone #	Fax #
386-462-5005	386-462-7748

E-mail
Pete@EcoSysFl.com



ECOSYSTEM RESEARCH CORPORATION
2906 NW 142 Avenue
GAINESVILLE, FL 32609-4026

FEIN 59-3124304

Proposal

Date	Proposal #
5/10/2015	2015-027

Submitted to
DRMP David Sowell, PE 1900 SW 34th Street, Ste 204 Gainesville, FL 32608

Terms
Due on receipt

Project:
Kennedy Homes, Phase I Subdiv

Description	Qty	Cost	Total
8. Miscellaneous Expenses Misc Expenses Conditions: 1. After a development permit has been issued, a 100% gopher tortoise survey will be required of the area along with permitting of relocation of tortoises. Those costs are not covered in this proposal. 2. ERC reserves the right to transfer funds between tasks due to the unpredictability of the permitting process. 3. This proposal is based on costs that are needed by ERC to provide services in addition to those previously provided for the project. 4. An Environmental Resource Assessment Report and wetland delineation were previously provided by another consultant. Those services are not included in this proposal.		250.00	250.00
Estimate good for 30 days		Total	\$8,650.00

Accepted by: _____

Proposed by: Pete M. Wallace

Date: _____

Phone #	Fax #
386-462-5005	386-462-7748

E-mail
Pete@EcoSysFl.com



ARCHITECTURE ■ ENGINEERING ■ ENVIRONMENTAL ■ LANDSCAPE ARCHITECTURE ■ PLANNING ■ SURVEYING ■ SUBSURFACE UTILITY LOCATING

David Sowell, PE, Project Engineer
DRMP, Inc.
1900 S.W. 34th Street, Suite 204
Gainesville, Florida 32608

June 5, 2015

Re: Preparation of Design and Final Plat for lands designated as Tax Parcel Number 16102-000-000 situated in Section 10, Township 10 South, Range 20 East, City of Gainesville, Alachua County, Florida.

Dear David:

We appreciate the opportunity to present the following proposal for your consideration. It is our understanding that you are in the process of developing the above referenced tract of land into approximately 30 lots under the City of Gainesville's Development Ordinance. The lot configuration is based upon the conceptual plan you furnished to our office. Based on this understanding we have determined the basic scope of services to be as follows:

- 1) Preparation of a Design Plat to meet the requirements set forth in the City of Gainesville's Development Code Sec. 30-183. This design plat will be prepared for both Phase 1 and Phase 2.
- 2) Preparation of a Final Plat to meet the requirements set forth in the City of Gainesville's Development Code Sec. 30-185. Includes setting Lot Corners, Permanent Control Points (PCP), Permanent Reference Monuments (PRM) and preparation of the boundary survey for Phase 1. This final plat will be prepared for only Phase 1.

The General Conditions as set forth on the attached Exhibit "A" are included as part of this proposal.

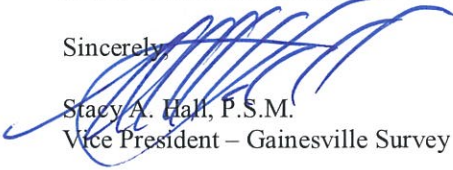
George F. Young, Inc. will perform these services according to Chapter 177 (Part 1) of the State of Florida Statutes and to the City of Gainesville's development code.

The total lump sum fee for the above services will be **\$ 9,679.00**. This proposal does not include the boundary survey of the overall tract nor does it include the topographic survey of the development. It does however include the boundary survey of Phase 1 which will be needed for the final plat.

The above described services do not include any legal fees associated with this development (eg. preparation of homeowners association documents, title work for plat recording, etc.) nor any application fees or plat recording. There also has not been any time included to attend staff or commission meetings for review of the plat.

Thank you for this opportunity to be of service. Kindly sign as indicated below and return the executed copy for our records as this will be authorization to begin. Please do not hesitate to contact our office if you have any questions or need additional information.

Sincerely,


Stacy A. Hall, P.S.M.
Vice President – Gainesville Survey

I hereby accept the terms as outlined above and give my authorization to commence work on this project.

David Sowell, PE, DRMP, Inc.
i:\stacy\proposals\david sowell.docx

CLIENT AND SURVEYOR AGREE THAT THE FOLLOWING PROVISIONS SHALL BE PART OF THEIR AGREEMENT

1. Execution of this agreement by all parties and receipt of all documentation required to perform the services provided for herein under "Required Documents" will constitute the authorization to proceed date.
2. It is acknowledged by both parties that Surveyor's scope of services does not include any services related to the presence at the site of asbestos, PCBs, petroleum, hazardous waste or radioactive materials. Client acknowledges that Surveyor is performing professional services for Client and Surveyor is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).
3. All documents prepared or furnished by Surveyor pursuant to this agreement are instruments of Surveyor's professional service, and Surveyor shall retain an ownership and property interest therein, including all copyrights. Surveyor grants Client a license to use the instruments of Surveyor's professional service for the purpose of purchasing or identifying property or constructing the project. Reuse or modification of any such documents by Client, without Surveyor's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Surveyor harmless from all claims, damages, and expenses, including attorney's fee, arising out of such reuse by Client or by others acting through Client.
4. The standard of care for all professional services performed or furnished by Surveyor under this Agreement will be skill and care used by members of the Surveyor's profession practicing under similar circumstances at the same time and in the same locality. Surveyor makes no warranties, express or implied, under this Agreement or otherwise, in connection with Surveyor's services.
5. Client may terminate this Agreement with seven days' prior written notice to Surveyor for convenience or cause. Surveyor may terminate this Agreement for cause with seven days written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately termination, unless or until Surveyor has been paid in full all amounts due for services, expenses and other related charges.
6. Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed and sealed by Surveyor. Files in electronic formats, or other types of information furnished by Surveyor to Client such as text, data, or graphics are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic format, Surveyor makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those in use by Surveyor at the beginning of this Survey.
7. Upon request, Client shall execute and deliver, or cause to be executed and delivered, such additional instruments, documents, governmental fees and charges, which are necessary to perform the terms of this agreement.
8. Client agrees that if Client requests services not specified pursuant to the Scope of Services description within this Agreement, Client agrees to pay for all such additional services as extra work.
9. In the event that any staking or survey control points are destroyed, damaged or disturbed by an act of God or parties other than Surveyor, the cost of restaking and/or reestablishing control points shall be paid for by Client as additional services.
10. Surveyor is not responsible for delay caused by activities or factors beyond Surveyor's reasonable control, including but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client to furnish timely information or approve or disapprove of Consultant's services or work product promptly, faulty performance by Client, or other contractors or governmental agencies. When such delays beyond Surveyor's reasonable control occur, Client agrees Surveyor is not responsible for damages nor shall Surveyor be deemed to be in default of this agreement.
11. Client acknowledges that Surveyor is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors.
12. Estimates of land areas provided under this Agreement are not to be considered precise unless Surveyor specifically agrees to provide the precise determination for such areas.
13. If the Scope of Services to be provided by Surveyor pursuant to the terms of this agreement includes an ALTA survey, Client agrees that Surveyor may sign the ALTA Survey Statement attached hereto and incorporated herein by reference. In the event that Surveyor agrees to sign a statement or certificate which differs from the ALTA Survey Statement contained in the attachment, Client hereby agrees to indemnify and hold Surveyor harmless from any and all liability arising from or resulting from the signing of any statement which differs from the statement contained in the attachment.
14. Earthwork volume calculations provided under this agreement must be verified by another Consultant, who is a recognized expert in earthwork calculations at the expense of the Client if a monetary decision of more than \$50,000.00 is based upon said calculations. Client agrees to indemnify and hold Surveyor harmless from any and all liability arising from or resulting from earthwork volume calculations.
15. All surveying and mapping services provided pursuant to this agreement will be performed in accordance with Chapter 5J-17 Florida Administrative Code. It is understood by Client that Surveyors and Mappers do not determine ownership of the property surveyed. A Title Company or Attorney must verify any questions of ownership/encumbrance such as, but not limited to, vacation of rights of way and/or easements. Client hereby agrees to indemnify and hold Surveyor harmless from any and all liability arising from or resulting from the determination of ownership of the property surveyed pursuant to this Agreement.
16. Client agrees to limit the liability of Surveyor, its principals, employees and their Subconsultants, to Client and to all contractors and subcontractors on the project, for any claim or action arising in tort, contract or strict liability, to the sum of \$50,000.00 or Surveyor's fees, whichever is greater. Client and Surveyor acknowledge that this provision was expressly negotiated and agreed upon.
17. Pursuant to Section 558.0035, Florida Statutes, an individual employee or agent of Consultant may not be held individually liable for negligence.

June 5, 2015

Mr. David Sowell, P.E.
DRMP, Inc.
1900 SW 34th Street, Suite 204
Gainesville, Florida 32608

Proposal for a Geotechnical Site Exploration
Kennedy Homes Site Improvements
1717 SE 8th Ave
Gainesville, Alachua County, Florida
GSE Proposal No. 2015-142

Dear Mr. Sowell:

GSE Engineering & Consulting, Inc. (GSE) is pleased to present this proposal for providing a geotechnical exploration for the proposed roadway and associated drainage improvements at 1717 SE 8th Ave (Kennedy Homes Site Improvements) 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 understand that you are planning to construct a 38 lot subdivision and associated roadway and stormwater management facility at the site. The site is located at 1717 SE 8th Avenue in Gainesville, Alachua County, Florida.

You provided information about the project and a master plan illustrating the locations of the proposed improvements. We anticipate that the stormwater management facility will be a wet pond.

In addition, a recent aerial photograph was reviewed for site accessibility constraints. The site appears accessible for our limited access or truck mounted drilling equipment.

We propose to perform a geotechnical exploration at the site to provide recommendations to assist with pavement and stormwater management facility designs. The following sections outline our proposed scope of services.

GEOTECHNICAL PROPOSED SCOPE OF SERVICES

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

- Clear utilities at the site through Sunshine One Call.

- Mobilize to the site with limited access or truck mounted drilling equipment.
- Advance eight (8) auger borings to a depth of 15 feet below land surface (bls) within the proposed stormwater management area.
- Advance twelve (12) auger borings to depths of 5 to 10 feet bls within the proposed roadway. Eight of the borings will be performed to a depth of 5 feet bls and 4 of the borings will be performed to a depth of 10 feet bls.
- 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, Atterberg Limits tests, natural moisture content determinations, and hydraulic conductivity 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 and estimated seasonal high.
- A review of surface features and site conditions that could affect pavement construction and site preparation.
- Preliminary flexible pavement design recommendations.
- Recommendations for site preparation and construction of compacted fills or backfills for the pavement areas.
- Recommendations for earthwork and foundation construction monitoring and testing.
- Recommended soil and groundwater parameters to assist in the stormwater management facility designs.
- A discussion of the suitability of the soils that may be excavated from the site for use as structural fill.

PROJECT SCHEDULE

Based upon our current schedule we can mobilize within 1 to 2 weeks to perform the soil borings. Our field services will be conducted in one day assuming there are no access related delays.

We anticipate completing our exploration and issuing our geotechnical report within 4 weeks of authorization. We will verbally transmit our findings and conclusions as they become available and are developed prior to the report submission.

FEE

Based upon our understanding of the project and scope of work presented above, we can perform the proposed geotechnical scope of services for a lump sum fee of **\$4,600**. If additional services are required, these could be provided as an addendum to this proposal. We will not exceed our fee 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.

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.

Jason E. Gowland, P.E.
Senior Engineer

Kenneth L. Hill, P.E.
Principal Engineer

JEG/KLH:jvj

Z: proposals/2015/2015-142Kennedy Homes Site Improvements/2015-142 Geotechnical Proposal.doc

Attachment: Professional Services Agreement (1)

Distribution: Addressee (1)
File (1)



- Fax (352) 377-0335
- Email joseph@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. 2015-142 dated June 5, 2015, and under the terms of Section II of this agreement.

CLIENT

DRMP, Inc.

1900 SW 34th Street, Suite 204

Gainesville, Florida 32608

CONTACT PERSON

Mr. David Sowell, P.E.

Phone 352-371-2741

Fax 352-372-4318

E-mail DSowell@drmp.com

INVOICE APPROVAL (If different from Client)

Firm

Address

City/State

CONTACT PERSON

(If Different from Client)

Phone

Fax

E-mail

PROJECT (NAME and/or DESCRIPTION):

Proposal for a Geotechnical Site Exploration
Kennedy Homes Site Improvements
1717 SE 8th Ave
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: DRMP, Inc.

GSE Engineering & Consulting, Inc.

SIGNED: _____

SIGNED: _____

PRINT: David Sowell, P.E.

PRINT: Kenneth L. Hill, P.E.

TITLE: Project 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.

Nix Engineering, Inc.

Consulting Engineers
2711 N.W. 6th Street, Suite B
Gainesville, Florida 32609

(352) 271-9900 Voice
(352) 271-9300 Fax

Florida and Georgia
Registrations

June 5, 2015

DRMP, Inc
1900 SW 34th St, Suite 104
Gainesville, FL 32608

Attn: David Sowell, P.E.

Re: Site Photometric Plan- Kennedy Homes Phases 1A & 1B

Dear David:

I appreciate the opportunity to work with you and to provide you with a photometric and electrical engineering fee proposal for this project:

1. Photometric services consist of:
 - a. Coordination with the owner and other design professionals for fixture selection and placement for roadway and pedestrian path lighting.
 - b. Reproducible drawings and specifications for the photometric and electrical designs.
 - c. Photometric reports and fixture cut sheets as required for submittal to the city.
 - d. Participation in 3 project meetings throughout the course of design.
 - e. Review and incorporation of city comments as required for approval.
2. The above services will be rendered for a fixed fee of \$3000.00.
3. Electrical engineering services consist of:
 - a. Design of the electrical system to serve the proposed lighting.
 - b. Coordination with GRU as required.
4. The above services will be rendered for a fixed fee of \$1000.00.

5. Additional services will be rendered on an hourly basis of \$120.00 per hour, or on a negotiated fixed fee basis. Additional services will encompass changes of scope and additional work as defined by mutual agreement.
6. Attendance at additional meetings can be included for a fixed fee of \$500 per meeting.
7. Any dispute, controversy, or claim arising out of or relating to this Agreement shall first be submitted to Mediation in accordance with the then current Construction Industry Mediation rules of the American Arbitration Association. Then, any unresolved claim or controversy shall be submitted to Arbitration in accordance with the then current Construction Industry Arbitration rules of the American Arbitration Association.

Please call if you have any questions.

Please return a signed copy with the date of acceptance.

Proposed by: Ronald J. Nix

Date: June 5, 2015

Accepted by: _____

Date: _____

Mr. David Sowell



Exhibit D
(includes next 8 pages)

Legend

- Green Space
- Stormwater
- Wetland






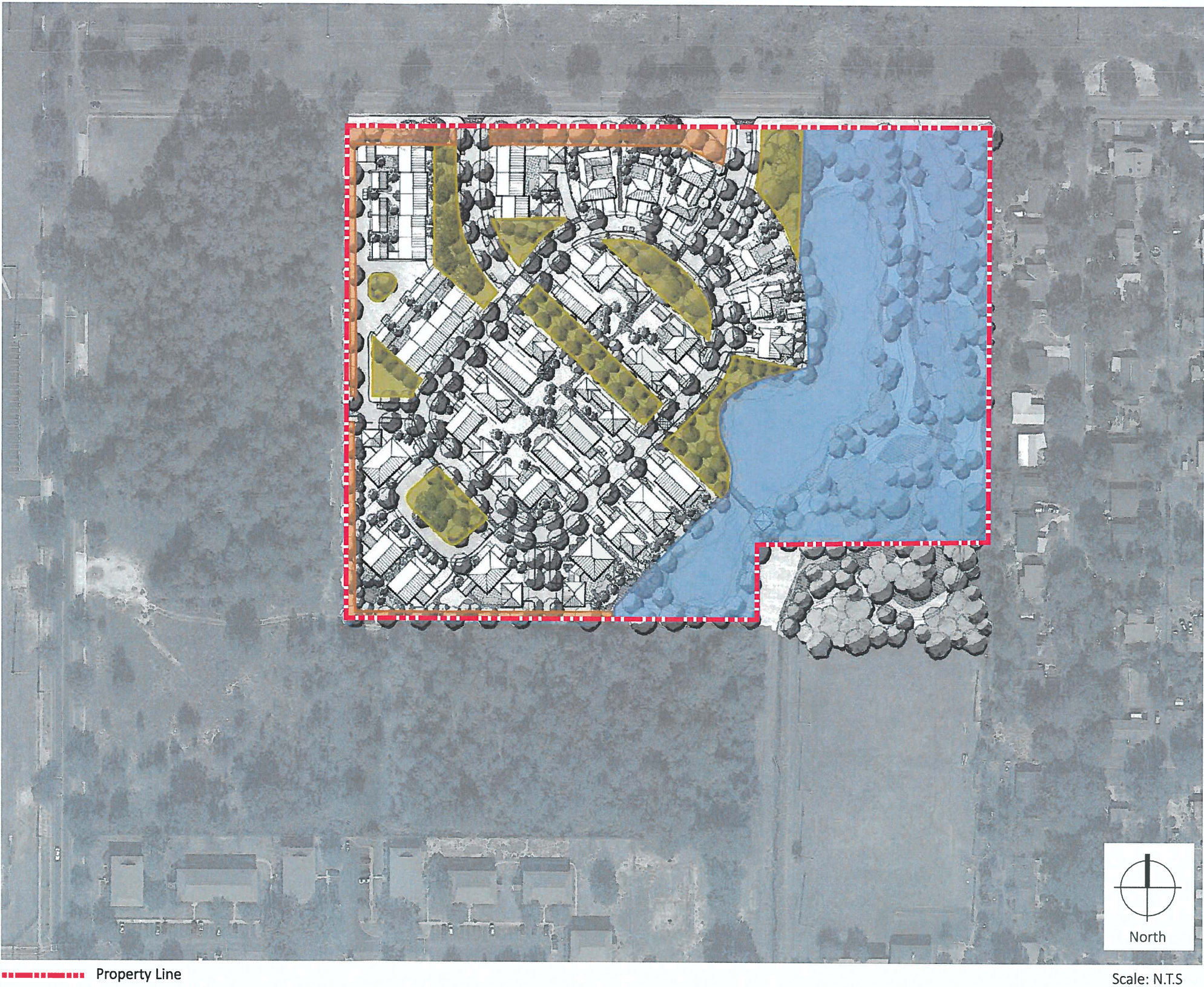
..... Property Line

Scale: N.T.S

Open Space Plan

Legend

-  Green Space
-  Nature Preserve, Wetland, Stormwater
-  Setback



Phase One

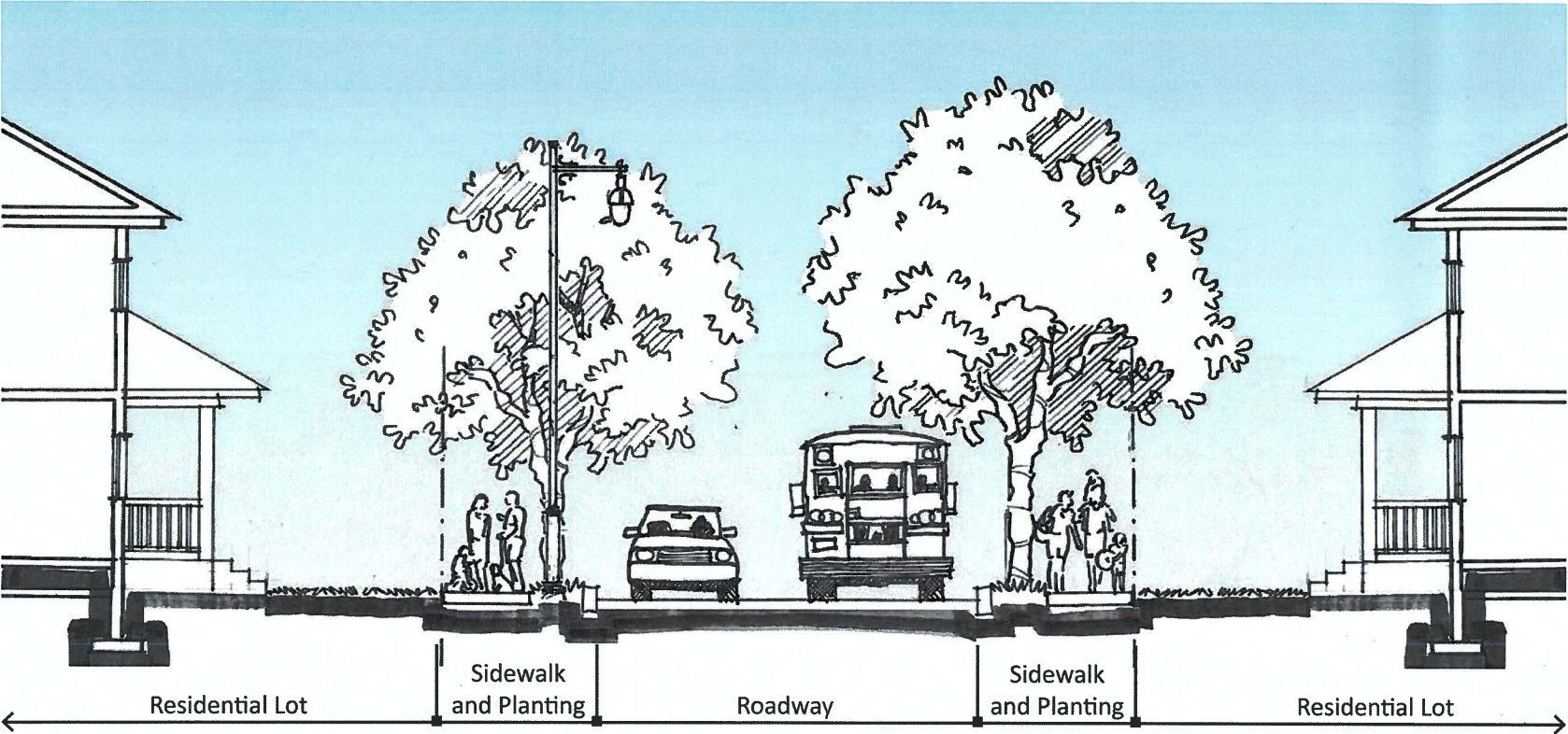
Phase one will include wetland restoration, stormwater mitigation and a sampling of residential product. It will also include amenity space to aid the marketability of phase one of the development.

Phase Two

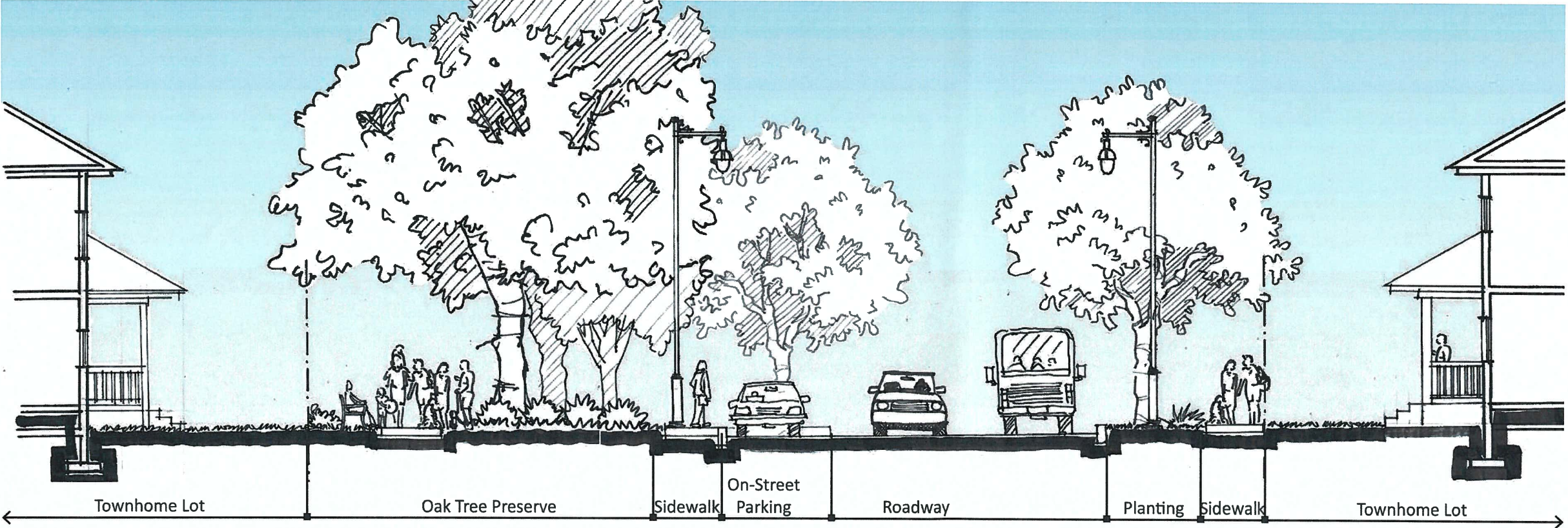
Once the first phase of development is complete and product is being sold, the remainder of the development should commence construction. This phase will include more housing of each type and additional amenity space. At this point the product type can be adjusted based on market response during phase one.



Final Sections



Loop Road Right of Way - Cross Section AA



Entry Road Right of Way - Cross Section BB

