

March 16, 2017

Andrew Meeker, RLA
Project Manager
Gainesville Community Redevelopment Agency
802 NW 5th Avenue, Suite 200
Gainesville, FL 32601

RE: Professional Consulting Services
South Main Street – 100% Design
City of Gainesville

Dear Andrew:

We appreciate this opportunity to provide you with professional consulting services for the above-referenced project. We submit this proposal pursuant to our recent conversations and correspondence. The following information defines our understanding of the project and is the basis for our scope of services:

The South Main Street project extends from SW 16th Avenue north to Depot Avenue. During this third phase of the project, CHW, GAI / CSG, and Nix Engineering, (the Design Team) will utilize the 30% plans and details that were prepared during the second phase of the project and develop them into complete 100% construction documents.

Landscape and hardscape design is based on concept plans prepared by GAI Consultants, dated February 23, 2017. Work is anticipated to include enhanced paving for crosswalks/walks, site furniture selection, parklette and gateway node design, and enhanced stormwater design features.

The following is a list of the major tasks and services that will be provided in the 100% design phase along with the responsible entity:

A. Topographic Survey

CHW will update the Topographic Survey of the project corridor from the turn lanes on the south side of SW 16th Avenue to the roundabout at Depot Avenue to reflect current right-of-way conditions. We will locate and map all visible improvements, such as; buildings, pavement, curbing, fencing, visible utilities, etc. In addition, all trees 8 inches and above as measured at breast height will be located and mapped to comply with the City of Gainesville Land Development Regulations. The survey will be performed in accordance with the Standards & Practices as set forth in Florida Administrative Code 5J-17 adopted by the Florida Board of Professional Surveyors and Mappers, pursuant to Florida Statute 472.027.

Note: This proposal does not include the excavation of underground utilities. During the design phase, should the team identify areas where utilities need to be excavated, we will provide a separate proposal for the service.

B. 90% Construction Documents:

1. Develop the roadway construction plans from the current 30% level to a 90% level and submit to the CRA for review (CHW, GAI, and Nix). 90% plans will include roadway and utility improvements, landscape and hardscape plans, irrigation plans, and lighting plans.
2. Determine areas of limited sight for tree planting opportunities (GAI).
3. Prepare, submit, and administer an FDOT Access permit for improvements in the FDOT right-of-way at SW 16th Avenue. We have assumed that no signal modifications will be needed other than signal head adjustments (CHW).
4. Produce a rendering of the 90% plans for use at a CRA Board meeting (GAI).
5. Update turning movement exhibits for the CRA's use when meeting with various property owners. (CHW)
6. Prepare a probable cost of construction based on the 90% plans (CHW, GAI, and Nix).
7. Update all easement locations that may be needed for electric infrastructure and other improvements. (CHW and Nix).
8. Provide review and comments for the GMP (based on 90% plans); review and comment does not signify approval (CHW, GAI, and Nix).
9. Attend one CRA Board Meeting to present the 90% plans (CHW, GAI, and Nix).
10. Attend up to three team or project coordination meetings at the CRA and participate in regular (not more than weekly) conference calls during the 90% phase (CHW, GAI, and Nix). The team or project coordination meetings may include meetings with Public Works, GRU, FDOT, or other relevant entities.

C. 100% Construction Documents:

1. Develop the roadway construction plans to a 100% level and submit to the CRA for review (CHW, GAI, and Nix). 100% plans will include roadway and utility improvements, landscape and hardscape plans, irrigation plans, and lighting plans.
2. Update the rendering to represent the 100% plans for use at a CRA Board meeting (GAI).
3. Update turning movement exhibits for the CRA's use when meeting with various property owners. (CHW)
4. Prepare a probable cost of construction based on the 100% plans (CHW, GAI, and Nix).
5. Finalize all easement locations that may be needed for electric infrastructure and other improvements. (CHW and Nix).
6. Attend one CRA Board Meeting to present the 100% plans (CHW, GAI, and Nix).
7. Attend up to three team coordination meetings at the CRA and participate in regular (not more than weekly) conference calls during the 100% phase (CHW, GAI, and Nix). The team or project coordination meetings may include meetings with Public Works, GRU, FDOT, or other relevant entities.

We have assumed that there will be no further changes to the horizontal design as shown in the 30% plans. Should design changes occur, whether initiated by the CRA or necessitated by other factors

(e.g., utility needs), CHW will review the change and determine the impact to the work activities, fee, and schedule, and will provide an additional services proposal if needed.

We have assumed that the entire corridor will be designed concurrently, rather than split into segments. Should the need arise to divide the corridor into segments and design them separately, CHW will prepare a revised scope of services with revised fees.

Meetings and conference calls included in this scope of services are for 90% and 100% design related activities through approval by GRU and City of Gainesville Public Works. Any additional meetings or conference calls after GRU and Public Works have been issued will be billed at our standard hourly rates.

D. Utility Location Verification Services

CHW is aware that there may be utilities that conflict with proposed improvements, with the existing AT&T duct bank being one example. At the current state of design it is not possible to fully identify and quantify the number of locations where utilities must be vertically and horizontally verified (vVH). For the purposes of this proposal we have provided a budget that should be satisfactory for obtaining at least 15 vVH locations, along with the required maintenance of traffic activities during field work plus survey efforts to survey the located utilities.

E. CRA Provided Activities:

1. Coordination with property owners for site specific design requests (e.g. demonstration of turning radii for trucks) and approval by property owners of proposed transformer easement locations.
2. Preparation of the CRA Board presentations, with input of graphics and information from CHW and Nix.

F. Deliverables are as follows:

1. Updated topographic survey
2. 90% construction plans (all components)
3. Probable cost of construction based on 90% plans
4. Rendering of 90% plans
5. Updated easement locations based on 90% plans
6. 100% construction plans (all components at 100%)
7. Probable cost of construction based on 100% plans
8. Updated rendering of 90% plans to reflect 100% plans
9. FDOT Access permit
10. Finalized easement locations based on 100% plans

Please note that all deliverables will be provided in electronic pdf format to the CRA.

G. Schedule

CHW will provide a schedule for the project activities.

H. Activities / Services Excluded or to be added later

The following items are excluded from this contract because we cannot yet determine if they will be needed for this project or they may be needed but cannot be fully identified or quantified at this time. We provide a description of the possible additional services here to aid in your planning and scheduling activities. During the course of design and permitting, if and / or when circumstances change and additional information is available, CHW will provide a proposal for additional required services.

1. Survey services for easements – we know that multiple easements will be needed for this project. When the number and locations of the easements have been firmly identified, and when the property owners are firmly committed to approving the easements, CHW can provide the necessary support services for sketches and legal descriptions via an additional services proposal.
2. Construction phase services – CHW can assist the client with full construction phase services, such as bidding, pre-bid and pre-con meetings, shop drawing and submittal review, RFI response, review of contractor progress and qualification of work, progress inspections, Substantial and Final Completion inspections and documentation, witness inspection for utility testing, and certification for permit closeout. CHW can provide a proposal for these services upon request.
3. Maintenance of traffic – CHW can provide an additional services proposal for the design of maintenance of traffic (MOT) plans upon request.

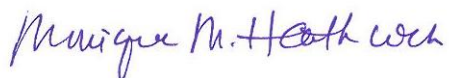
I. Fees

<u>Description</u>	<u>Fee</u>
Updated Topographic Survey	\$ 7,500.00
Roadway Design (CHW)	\$ 120,000.00
Landscape and Hardscape Design Development (GAI)	\$ 33,800.00
Landscape and Hardscape Construction Documents	\$ 49,000.00
Meetings / Conference Calls (as described above) (CHW)	\$ 25,000.00
Meetings / Conference Calls (as described in attached) (GAI)	\$ 5,500.00
Utility Location Verification Services (CHW / Sub)	\$ 15,000.00
Electric Design Service (Nix) (includes design & meetings)	\$ 90,000.00
Total	\$ 345,800.00

The above-listed services will be provided for the lump sum fee of **\$345,800.00**. Invoices will be submitted periodically based on the percentage of services completed to date.

We trust this proposal meets with your acceptance and approval. Please issue a purchase order as authorization to proceed. Otherwise, please call to discuss. The scope of services and fees outlined in this proposal are valid for 60 days from the date of this document. If a contract is not authorized within that time frame, a revised proposal will be required. We look forward to working with you on this project.

Sincerely,
CHW

A handwritten signature in blue ink that reads "Monique M. Heathcock". The signature is written in a cursive, flowing style.

Monique M. Heathcock, PE, LEED AP
Director of Engineering

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South Main 100% Design

CHW Engineering									
Director	Sr. PM / PE	PM / PE	Engineer	PC	Sr. CADD	Subtotal Hours	Subtotal Cost		
\$155.00	\$140.00	\$120.00	\$100.00	\$65.00	\$95.00				
Professional Services									
Engineering									
A. 90% Construction Documents									
Develop plans to 90%		40	100	20	200	360	\$35,900		
Utility coordination activities		8	40	12	60	120	\$11,600		
Drainage related activities		8	40		8	56	\$5,880		
Design documentation activities		8	40	8	4	60	\$6,020		
Cost Estimate Update		2	8		8	18	\$1,840		
Permitting activities		24	60	40	60	184	\$17,660		
B. 100% Construction Documents									
Develop plans to 100%		24	40	10	100	174	\$17,510		
Utility Coordination activities		4	24	4	30	62	\$6,070		
Drainage related activities		2	24		8	34	\$3,440		
Design documentation activities		2	8		4	14	\$1,460		
Cost Estimate Update		2	4		2	8	\$870		
Permitting activities		16	40	40	20	116	\$10,740		
Subtotal	0	140	428	134	504	1,206	\$ 118,990		
Total Lump Sum						Round to	\$120,000		



Planning | Urban Design
Landscape Architecture
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March 16, 2017

A141194.02

Ms. Monique Heathcock, P.E.
Causseaux, Hewett & Walpole, Inc.
132 NW 76th Drive
Gainesville, FL 32607

Proposal

Gainesville South Main Street

Main Street - SW Depot Ave. to SW 16th Ave.

Landscape Architectural Services – Streetscape Construction Documents

Dear Monique:

Per the request of the City of Gainesville, GAI Consultants, Inc. (GAI) is submitting this Proposal to Causseaux Hewett & Walpole, Inc. (CHW or Client) for the performance of the professional services described below in the Scope of Services for the project stated above.

Project Understanding

The South Main Street project extends from SW 16th Avenue north to Depot Avenue. During this phase of the project, CHW, GAI, and Nix Engineering, (the Design Team) will utilize the Schematic Design previously prepared by CHW, Nix Eng. and GAI and approved by the Gainesville CRA Board. The following is a list of the services that will be provided in the Construction Document phase.

Project Coordination

In addition to the specific services detailed below (the "Scope of Services"), CSG will coordinate our work with the Client's representative and the Client's project team, monitor the project schedule as it relates to the scope contained herein, and provide timely invoicing and reporting of project progress.

Base Data

CSG will utilize the base data previously supplied in the Schematic Design phase of work. CSG will rely on all information supplied by the Client as accurate and correct. Additional work required due to inaccurate, incorrect, or incomplete information supplied by the Client will be completed as an Additional Service.

- Topographic survey of the roadway within the project limits
- Site survey, including existing tree information
- Subsurface utility designation and verification to determine the extent of buried existing utilities

GAI Consultants, Inc.
618 East South Street
Suite 700
Orlando, Florida 32801

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- Geotechnical information to determine seasonal high groundwater and soil survey for geotechnical design parameters and recommendations for the design and construction of the streetscape and corridor improvements

To the extent possible, all survey data will be verified with the City engineering staff. CSG shall rely on all information supplied as part of the survey as accurate, correct and complete.

Scope of Services

Based on our understanding of the project requirements/criteria provided to date by the Client, CSG will perform the following described Scope of Services:

Task 1 – Construction Documentation Services (Fixed Fee)

1.0 DESIGN COMPONENTS

1.1 Hardscape Design

- 1.1.1 Sidewalks: All sidewalk and public pedestrian area paving will be replaced with decorative unit paving, colored concrete paving and/or un-colored concrete paving. The plans shall include detail enlargements to clearly identify patterns, banding, etc. where necessary. Complete dimensioned layout plans shall be prepared for all sidewalks and pedestrian paving areas. Grading shall include spot elevations to be placed at appropriate locations at the curb line, curb cuts and other pedestrian pavement locations only. All vehicular paving will be provided by CHW.
- 1.1.2 Stormwater planters: creation of structural planters in conjunction with existing and proposed stormwater system intended to intercept surface runoff prior to the runoff entering the piped system. Design of any modifications to the existing piped system is by CHW.
- 1.1.3 Street/roadway paving design will be limited only to the pedestrian paving areas, and only to those roadway surfaces designed as pedestrian paver materials. All other road surfaces are to be designed and documented by CHW.
- 1.1.4 Construction details shall be completed to assure proper installation methods for all of the above are followed.

1.2 Site Furnishings

- 1.2.1 Select and locate, in plan, all site furnishings for the overall streetscape including benches, trash receptacles, tree grates, planting tubs, bollards, and/or other site furnishing elements requested by the CRA.
- 1.2.2 Provide construction details indicating installation and anchoring methods for all previously described site furnishings.

1.3 Landscaping

- 1.3.1 Provide complete landscape plans indicating plants or trees to be removed, as well as new planting.
- 1.3.2 Complete construction details for proper installation of all plant material, as well as a detailed plant listing indicating plant specifications, quantities, sizes and botanical and common names.

1.4 Irrigation

- 1.4.1 Complete plans and construction details for an electric automatic irrigation system including meter(s), backflow preventer(s), controllers, valves, spray heads, drip emitters and gear drive heads, and automatic shut-off (per Florida law).

2.0 COMPLETION OF THE WORK

It is understood that the Schematic Design (30% CD's) Plan previously prepared by the CHW, CSG and Nix Engineering under separate agreement with the CHW and approved by the CRA Board will serve as the basis of design of the project. Therefore the CSG proposes to immediately commence the Design Development Phase (60% complete plans) of the work. That work shall be prepared and completed as follows:

2.1 Design Development

- 2.1.1 CSG shall produce Design Development drawings to fix and describe the overall character and extent of the streetscape project. Services shall include meeting with representatives of public and private utility providers and other regulatory agencies, and City Engineering and/or Public Works staff as required to identify permit requirements and project constraints. This phase of the work shall also include the development of design plans indicating quantities, types, sizes, and materials of paving, site furnishings, gateway elements, landscaping and irrigation as well as coordination with City engineering staff during their development of stormwater design plans and utility plans (potable water, sanitary sewer, and reclaimed water and/or natural gas systems). More specifically, the following items shall be addressed and the following features shall be designed:
 - 2.1.2 Demolition of sidewalks, existing furnishings and landscaping
 - 2.1.3 Design of hardscape features including sidewalk paving, pedestrian pavers, stormwater planter curbing, pedestrian crosswalks, planters, and street furnishings, including gateway elements.
 - 2.1.4 Preliminary grading of pedestrian paving areas only.
 - 2.1.5 Ornamental street lighting including fixture selection and placement only.
 - 2.1.6 Landscape design and plant specifications

2.1.7 Electric automatic irrigation system

2.1.8 CSG shall meet with representatives of the CRA at the conclusion of this phase of the work to present and review the plans.

2.1.9 CSG shall prepare estimates of probable cost for the improvements within CSG scope as described above.

2.2 Construction Documents Phase

CSG shall prepare Construction documents at a suitable scale, for the following elements and types of work. Such plans shall include layout drawings and any construction details, enlargements, sections, or elevations necessary for the accurate bidding and construction of these items.

2.2.1 Landscape planting plans

2.2.2 Irrigation system plans

2.2.3 Site furnishings, including gateway elements and specifications

2.2.4 Specialty paving including interlocking concrete pavers, colored concrete and/or colored asphalt

2.2.5 Specialty crosswalk treatments

2.2.6 Stormwater planters

2.2.7 Preliminary grading of sidewalks and pedestrian paving areas only.

2.2.8 GA shall prepare technical specifications for all items identified under this contract.

2.2.9 Cost Estimates: CSG shall prepare estimates of project costs during the 60%, 90% and 100% completion of Construction Documents, including estimates of project cost by component, for the improvements within CSG scope as described above.

2.2.10 City/CRA Review: CSG shall present the Construction Documents to appropriate City departments and CRA staff at 60%, 90% and 100% completion for review and comment/approval.

2.3 Bidding:

2.3.1 CSG shall coordinate and prepare the technical specifications, design a Project Manual cover sheet and prepare an itemized bid form, for items within CSG scope, to be used during the bidding process. CSG shall coordinate with the City Purchasing Department or other department identified by the CRA to assure that all required "Front End" bid documents (General Conditions, Supplementary General Conditions, Bonding Requirements, etc.) along with the CSG's documents, are assembled as a complete bid package. "Front End" bid documents, as described above, shall be provided to the CSG by the CHW.

2.3.2 CSG will prepare quantity calculations for the project using standard practice methodologies for use by the City during the bid process. Calculations and associated back up material will be

provided to CHW in an organized format and will include a quantity breakdown summary for each element.

- 2.3.3 The "Front End" bid documents, technical specifications, construction drawings and other items which comprise the Contract Documents, suitable for accurate bidding and construction of the project by licensed General Contractors, shall be prepared as a single bid package consisting of the South Main Street Streetscape project. Electronic copies of these documents shall be provided to the CRA for their use in bidding the project.
- 2.3.4 Pre-Bid Meeting: CSG shall attend a pre-bid meeting at a time and a place determined by the City, and shall present the intent of the project, as well as answer any questions that may arise during the meeting.
- 2.3.5 Addenda: If necessary, CSG shall issue any Addenda which may be required during the bidding process for issues which may arise from plans or specifications completed by the CSG.
- 2.3.6 Bid Opening and Bid Review: CSG shall attend the project bid opening and shall assist the City in the review of the bids to assure compliance with the bid documents and procedures.
- 2.3.7 Bid Process: Advertising for bids, receipt of bids, bid document reproduction and distribution, and the final opening of bids received, shall be the responsibility of the City.

3.0 WORK NOT INCLUDED

3.1 It is understood that the engineering drawings necessary for the completion of the Construction Documents shall be completed by CHW. These drawings may include but are not necessarily limited to the following:

- Roadway Design
- Drainage (not including stormwater planters)
- Traffic Control Plans/ Maintenance of Traffic (MOT)
- Utility Design and Permitting
- Signing and Pavement Marking
- Signalization
- Lighting and Electrical Design and engineering (beyond fixture plan locations)

3.2 Geotechnical Engineering, including subsurface utility engineering (SUE), is not included. Geotechnical information needed by the City engineering department including bearing capacity shall be the responsibility of the CHW.

3.3 Permits and Approvals: Any required permits including a SWFWMD

Environmental Resource Permit, NPDES permit, or other required state, federal and/or local permits shall be the responsibility of the CHW.

Task 2 – Meetings and Weekly Team Calls (Hourly)

4.0 Meetings and Weekly Team Calls

- 4.1 Meetings - GAI will attend City staff coordination meetings and utility coordination meetings with affected utility suppliers as requested by CHW or the CRA, to review the project during the design process to ensure all design elements are incorporated and to identify design issues or conflicts which must be addressed prior to commencement and completion of plans.
- 4.2 Invitations to the utility coordination meetings will be made by the CRA.
- 4.3 Weekly Team Calls – This task is for project calls in this scope and/or requested for by the Client, CRA, design team members, or the reviewing agencies throughout the duration of the project phase, at which GAI's presence is requested by the Client or the CRA. This task includes all meetings/calls described throughout this proposal. Additional meetings will only be attended at the direction of the Client. It is not to be all inclusive, but can be increased at the Client's authorized request for additional meetings. The scope assume 16 one-hour team calls.

Additional Services

CSG will provide Additional Services as mutually agreed between CSG and the Client. An equitable adjustment to CSG's Scope of Services and Compensation will be made through a Supplement to this Agreement for any Additional Services.

CSG will provide Additional Services as mutually agreed upon between CSG and the Client. These may include but are not limited to:

- Revise drawings, specifications or other documents when such revisions are:
 - Inconsistent with approval or instructions previously given by the Client, including revisions made necessary by adjustments in the Client's program or project budget
 - Required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents
 - Due to changes required as a result of the Client's failure to render decisions in a timely manner
 - Due to a phased design approach determined after execution of this Proposal
- Landscaping, irrigation, hardscape, and site lighting are excluded for off-site improvements

- Provide services required because of significant changes to the project (e.g. size, quality, complexity, the Client's schedule, method of bidding and negotiating the contracting for construction)
- Services necessitated by Client's or Contractor's default
- Additional work resulting from bidding, negotiation or construction prior to the completion of Construction Documents
- Bid-related activities in addition to those outlined in the Scope of Services, including:
 - Post-"Issued for Bid" Drawings Redesign
 - Prepare Prequalification Package for Potential Bidders
 - Issue Documents to Potential Bidders
 - Value Engineering (VE) Redesign in Response to Bids
 - Prepare Bid Analysis
 - Recommendation of Contractor
- Construction-related activities in addition to those outlined in the Scope of Services, including:
 - On-Site Construction Supervision or Management
 - Prepare documents and evaluate Contractor's proposals related to Change Orders and Construction Change Directives
 - Evaluate excessive submittals by Contractor or others
 - Visits to Fabricators
 - Visits to Select Unique Materials
 - Evaluate Substitutions by Contractor
 - As Built Documents
 - Warranty review site visit
 - Contract Administration Between Owner and Contractor
 - Multiple "Substantial Completion" Site Visits
 - Phased Construction (if phasing occurs after contract negotiation)
- Any work required by federal, state, or local code to be provided by a licensed professional other than a Landscape Architect is beyond the scope of the work to be performed by CSG. Professionals on the team will sign and seal documents containing the work prepared by them.

Schedule

CSG will begin work upon receipt of a copy of this Proposal executed and authorized below. CSG will endeavor to complete its Scope of Services within the timeframe of the Client's schedule to complete the project, subject to excused delay occasioned by factors beyond CSG's reasonable control and final completion of the plans is dependent upon the completion of the engineering drawings, which is not under the control of CSG

Compensation

Compensation for services rendered by CSG will be on a lump sum or hourly basis, as described in the scope headings and chart below. Total compensation is \$95,800, excluding direct expenses. Direct Expenses will be \$1,500. CSG will invoice for services according to the following Task breakdown:

A. Design Development	\$33,800.00
B. Construction Documents	\$49,000.00
C. Bidding Phase	\$7,500.00
D. Meetings and Weekly Calls	\$5,500.00
TOTAL	\$95,800.00

Payment

Unless otherwise specified in the Contract Terms and Conditions for Professional Services, GAI will prepare invoices monthly and payment will be due within thirty (30) days of the date of the invoice.

Assigned Personnel

The following personnel from CSG will be assigned to this project, and will have the responsibilities described:

Donald Wishart	-	Director - Landscape Architecture
Ryan Seacrist	-	Senior Project Landscape Architect
Lala Yi	-	Landscape Designer
Frank Bellomo	-	Senior Director - QA/QC

Assumptions and Understandings

GAI's Scope of Services, Schedule and Compensation as set forth above have been prepared on the basis of the following assumptions and understandings:

1. Client acknowledges and understands that Community Solutions Group is a GAI Consultants, Inc. Services Group. Any reference to Community Solutions Group or CSG in the Proposal for Professional Services and the Standard Terms and Conditions also refers to GAI Consultants, Inc. It is further acknowledged and understood that this agreement is between the CLIENT and GAI Consultants, Inc.
2. Access to the project site(s) or other land upon which GAI is to conduct any field work will be available to GAI personnel in a timely manner.
3. All exploration locations will be marked and cleared by the Client for the existence of buried utility/piping structures.
4. Client has provided all its requirements for GAI's scope of services and all criteria and/or specifications that GAI should utilize at the time this Proposal is authorized. This includes any requirement for any statement of professional opinion or certification.

5. Client has provided all available information pertinent to GAI's scope of services, including previous reports/drawings; utility information; topo information, etc. at the time this Proposal is authorized. Unless otherwise noted, GAI may rely upon such information.
6. Client will give GAI prompt notice whenever it observes or otherwise becomes aware of any development that affects the scope or timing of GAI's performance.
7. Client will examine and provide comments and/or decisions with respect to any GAI interim or final deliverables within a period mutually agreed upon.
8. Any of Client's other consultant(s)/contractor(s) will cooperate and coordinate with GAI in a timely and efficient manner.
9. GAI's proposed compensation and schedule are based on receipt of authorization to proceed within thirty (30) calendar days of the date of this Proposal. GAI reserves the right to adjust its compensation if authorization to proceed is not received within thirty (30) calendar days.

Ms. Monique Heathcock, P.E.
March 16, 2017
Project A141194.02

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Please do not hesitate to contact us at 312-319-3040 if you have any questions or wish to discuss this Proposal. If this Proposal is acceptable, please sign where indicated below and return one copy for our file. This also will serve as authorization for GAI to proceed. GAI's performance of the Scope of Services will be governed by the GAI Standard Terms and Conditions for Professional Services, attached hereto as Exhibit A and incorporated herein by reference.

Sincerely,
**Community Solutions Group,
a GAI Consultants, Inc.
Service Group**

REQUESTED AND AUTHORIZED BY:
Causseaux, Hewett & Walpole, Inc.



Donald Wishart, PLA
Director
Community Solutions Group



Frank Bellomo, PLA
Senior Director/ Assistant VP
Community Solutions Group

BY: _____

PRINTED
NAME: _____

TITLE: _____

DATE: _____

Attachment:

Exhibit A – GAI Standard Terms and Conditions for Professional Services
Exhibit B – 2017 Community Development Florida Rate Schedule

Ms. Monique Heathcock, P.E.
March 16, 2017
Project A141194.02

Planning | Urban Design
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EXHIBIT A

GAI Standard Terms and Conditions for Professional Services

EXHIBIT A
GAI Consultants, Inc.
Standard Terms and Conditions
For Professional Services

1. Scope of Services and Extent of Agreement - GAI shall perform the Services as described in GAI's Proposal to which these Terms and Conditions are attached for the specified Project, incorporated herein by reference.

No modification or changes to these Terms and Conditions may be made except by written instrument signed by the parties. CLIENT acknowledges that he/she/it has read these Terms and Conditions, understands them, agrees to be bound by them, and further agrees that they are the complete and exclusive statement of the AGREEMENT between the parties, superseding all proposals, oral or written understandings, or other prior agreements other than those above referred to and all other communications between the parties relating to the subject matter thereof.

2. Compensation – GAI hereby agrees to accept and CLIENT agrees to pay the compensation on either a time (hourly) and expense basis in accordance with GAI's rates in effect at the time of performance, or lump sum basis as set forth in GAI's Proposal to perform the Services.

If GAI's services are performed on an HOURLY BASIS, GAI will be paid for all time rendered to the project, including project scoping by professional, technical, and clerical personnel in accordance with the attached Hourly Rate Schedule. Time required for personnel of GAI to travel between GAI's office and the Site (or any other destination applicable to the project) is charged in accordance with the rates shown in the attached Hourly Rate Schedule. If overtime for non-exempt personnel (as defined by statute) is required, the overtime rate charged will be 1.50 times the invoice rate shown on the attached Hourly Rate Schedule.

3. Invoicing/Payment

- A. GAI will submit invoices periodically, but not more frequently than every two weeks, for Project services performed during the period or upon completion of the Project, whichever is earlier.
- B. Invoices are due and payable in U.S. dollars within 30 days from date of invoice. All charges not paid within 30 days are subject to a service charge of 1-1/2 percent per month or a fraction thereof, plus all costs and expenses of collection, including without limitation, attorneys' fees. In addition to the foregoing, should CLIENT fail to pay any invoice within 45 days of the invoice date, GAI may, in its sole discretion, upon 3 days written notice to CLIENT, stop work and recover from CLIENT payment for all services performed prior to the work stoppage, plus all amounts for interest, penalties and attorney's fees that may be recoverable under applicable law, including without limitation, prompt payment and/or lien laws. GAI will resume performance once CLIENT pays all outstanding amounts due plus any advance payment(s) or other security in GAI's sole discretion deemed necessary by GAI.
- C. CLIENT will be invoiced for external expenses, such as travel, lodging, sub-contracted services, etc., at direct cost plus a 10% handling and administrative fee.
- D. Payments shall include the GAI invoice number and be mailed to 385 East Waterfront Drive, Homestead, PA, 15120, to the attention of Accounts Receivable.

4. Changes – CLIENT and GAI may make additions to the scope of work by written Change Order. CLIENT may omit work previously ordered by written instructions to GAI. The provisions of these Terms and Conditions, with appropriate changes in GAI's Compensation and Project Schedule, shall apply to all additions and omissions.

5. CLIENT Responsibilities – CLIENT represents, with the intent that GAI rely thereon, that it has sufficient financial resources to pay GAI as agreed to in these Terms and Conditions and, as applicable and necessary for GAI to perform its services, CLIENT will:

- A. Provide all criteria and full information as to its requirements for GAI's services, including design or study objectives, constraints,

third party certification requirement(s), standards or budget limitation(s).

- B. Assist GAI by placing at its disposal all available information pertinent to the Project and/or GAI's services including the actual or suspected presence of hazardous waste, materials or conditions at or beneath the Project site, record ("As-Built") drawings, surveys, previous reports, exploration logs of adjacent structures and any other data relative to the Project. Unless otherwise noted, GAI may rely upon such information.
- C. Upon identification by GAI and approval by CLIENT of the necessity and scope of information required, furnish GAI with data, reports, surveys, and other materials and information required for this Project, all of which GAI may rely upon in performing its services, except those included in GAI's scope of services.
- D. Guarantee access to the property and make all provisions for GAI to enter upon public and private lands and clear all exploration location(s) for buried utilities/piping/structures as required for GAI to perform its services under these Terms and Conditions.
- E. Examine all studies, reports, sketches, opinions of the construction costs, specifications, drawings, proposals and other documents presented by GAI to CLIENT and promptly render in writing the decisions pertaining thereto within a period mutually agreed upon.
- F. Designate in writing a person to act as CLIENT'S representative with respect to the services to be rendered under these Terms and Conditions. Such person shall have complete authority to transmit instructions, receive information, interpret and define CLIENT's policies and decisions with respect to materials, equipment, elements and systems pertinent to GAI's services.
- G. Give prompt written notice to GAI whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of GAI'S services, or any defect in the Project or work of Contractor(s).
- H. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- I. Furnish such legal and insurance counseling services as CLIENT may require for the Project.
6. Schedule/Delays – GAI shall commence performance upon receipt of the CLIENT's written authorization to proceed and shall perform its professional services in accordance with the schedule set forth in its Proposal, provided however, the performance of these Terms and Conditions, except for the CLIENT's payment of money for services already rendered, shall be excused in the event performance of these Terms and Conditions is prevented or delays are occasioned by factors beyond GAI's control, or by factors which could not reasonably have been foreseen at the time this Exhibit A was prepared and executed. The delayed party's performance shall be extended by the period of delay plus a reasonable period to restart operations.
7. Document Ownership, and Reuse
- A. All reports, drawings, specifications, manuals, learning and audio/visual materials, boring logs, field data, laboratory test data, calculations, estimates, and other documents (collectively "Work Product") prepared by GAI are instruments of service shall remain the property of GAI. Unless otherwise notified by CLIENT, GAI will retain all pertinent records relating to the Services performed for a period of two (2) years following submission of the report, design documents or other project deliverables, during which period the records will be made available at GAI's office to the CLIENT at reasonable times.

EXHIBIT A
GAI Consultants, Inc.
Standard Terms and Conditions
For Professional Services

- B. Any reuse of the Work Product described above without written verification or adaptation by GAI, as appropriate, for the specific purpose intended, will be at CLIENT's sole risk and without liability or legal exposure to GAI. CLIENT shall indemnify and hold harmless GAI from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting there from. Any future verification or adaptation of such Work Product will entitle GAI to further compensation at rates to be agreed upon by CLIENT and GAI.
- C. Unless specified otherwise in GAI's Proposal, GAI will dispose of all materials and samples obtained in the investigation portion of the project 90 days after completion of the report. Further storage or transfer of samples will be made at CLIENT's expense.
- D. CLIENT recognizes that site conditions where samples and data are gathered do vary with time and that particularly subsurface conditions may differ from those encountered at the time and location where explorations or investigations are made and, therefore, the data, interpretations, and recommendations of GAI are based solely on the information available at the time of the investigation. GAI shall not be responsible for the interpretation by others of the information it develops.
8. Standard of Performance – GAI will perform its Services with that level of care and skill ordinarily exercised by other professionals practicing in the same discipline(s), under similar circumstances and at the time and place where the Services are performed, and makes no warranty, express or implied, including the implied by law warranties of MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
9. Insurance
- A. GAI shall procure and maintain such insurance as is required by law as of the date first written above and during the performance of the Agreement, and subject to the terms and conditions of the policies, keep in force the following insurance:
- Worker's Compensation Insurance with other State's endorsement, including Employer's Liability Insurance for its employees in the amount of \$500,000; Comprehensive General Liability Insurance, including Protective and Completed Operations, covering bodily injuries with limits of \$1,000,000 per occurrence, and property damage with limits of \$1,000,000 per occurrence; Comprehensive Automobile Liability Insurance, including operation of owned, non-owned and hired automobiles, with combined single limits for bodily injury and property damage of \$1,000,000 per occurrence; Excess Umbrella Liability Insurance with limits of \$1,000,000 in the aggregate.
- B. If CLIENT requires additional types or amounts of insurance coverage, GAI, if specifically directed by CLIENT, will purchase additional insurance (if procurable) at CLIENT's expense; but GAI shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts and coverage of GAI's insurance specified above.
- C. CLIENT will require that any Contractor(s) performing work in connection with GAI's Services will name GAI as an additional insured on their insurance policies. In addition, in any hold-harmless agreements between CLIENT or Owner and any contractor who may perform work in connection with any professional services rendered by GAI, CLIENT will require such contractor(s) to defend and indemnify GAI against third party suits.
- D. It is agreed that GAI shall have no responsibility: 1) To supervise, manage, direct, or control CLIENT or its Contractors', subcontractors' or their employees; 2) For any of CLIENT's or its contractors, subcontractors or agents or any of their employees' safety practices, policies, or compliance with applicable Federal, State and/or local safety and health laws, rules or regulations; 3) For the adequacy of their means, methods, techniques, sequencing or procedures of performing their services or work; or 4) For defects in their work.
10. Indemnity – Subject to the Limitation(s) of Liability provision(s) below in Articles 11 and 12, GAI agrees to indemnify and hold harmless CLIENT, and its officers, directors, and employees from and against any and all claims, suits, liability, damages, injunctive or equitable relief, expenses including reasonable attorneys' fees, or other loss (collectively "Losses") to the extent caused by GAI's negligent performance of Services under these Terms and Conditions.
11. Limitation of Liability – In the event of any loss, damage, claim or expense to CLIENT resulting from GAI's performance or non-performance of the professional services authorized under these Terms and Conditions, GAI's liability whether based on any legal theory of contract, tort including negligence, strict liability or otherwise under these Terms and Conditions for professional acts, errors, or omissions shall be limited to the extent any such claims, damages, losses or expenses result from the negligent act, errors or omissions of GAI or its employees occurring during performance under these Terms and Conditions. The total cumulative liability of GAI arising out of professional acts, errors, or omissions shall not exceed the greater of \$50,000 or two times the total compensation GAI receives from CLIENT under these Terms and Conditions. GAI's aggregate liability for all other acts, errors, or omissions shall be limited to the coverage and amounts of insurance specified in Article 9, above. The limitations stated above shall not apply to the extent any damages are proximately caused by the willful misconduct of GAI and its employees.
12. Disclaimer of Consequential Damages – Notwithstanding anything to the contrary in these Terms and Conditions, neither party shall have any liability to the other party for indirect, consequential or special damages including, but not limited to, liability or damages for delays of any nature, loss of anticipated revenues or profits, increased cost of operations or costs of shutdown or startup whether such damages are based on contract, tort including negligence, strict liability or otherwise.
13. Probable Construction Cost Estimates – Where applicable, statements concerning probable construction cost and detailed cost estimates prepared by GAI represent its judgment as a professional familiar with the construction industry. It is recognized, however, that neither GAI nor CLIENT has any control over the cost of labor, materials or equipment, over the contractors' methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, GAI cannot and does not guarantee that bids, proposals, or actual costs will not vary from any statement of probable construction cost or other cost estimate prepared by it.
14. Confidentiality/Non-Disclosure – GAI shall not disclose, or permit disclosure of any information developed in connection with its performance under these Terms and Conditions or received from CLIENT or the PROJECT OWNER, or their affiliates, subcontractors, or agents designated by CLIENT as confidential, except to GAI's employees and subcontractors who need such information in order to properly execute the services of these Terms and Conditions, and shall require any such of its employees and subcontractors and their employees not to disclose or permit disclosure of any of such information, without the prior written consent of CLIENT. The foregoing shall not prohibit GAI from disclosing information in response to any Federal, State or local government directive or judicial order, but in the event GAI receives or is threatened with such an order or has actual knowledge that such an order may be sought or be forthcoming, GAI shall immediately notify CLIENT and assist CLIENT in CLIENT's undertaking such lawful measures as it may desire to resist the issuance, enforcement and effect of such an order. GAI's obligation to resist such an order and assist CLIENT and the PROJECT OWNER is contingent upon GAI receiving further compensation for such assistance plus all costs and expenses, including without limitation reasonable attorney's fees, incurred by GAI.

EXHIBIT A
GAI Consultants, Inc.
Standard Terms and Conditions
For Professional Services

15. Certifications – GAI shall not be required to execute any certification with regard to work performed, tested, and/or observed under these Terms and Conditions unless:

- A. GAI concludes that it has performed, tested and/or observed sufficient work to provide a sufficient basis for it to issue the certification; and
- B. GAI believes that the work performed, tested or observed meets the certification criteria; and
- C. GAI gave its written approval of the certification's exact form before executing these Terms and Conditions.

Any certification by GAI shall be interpreted and construed as an expression of professional opinion based upon the Services performed by GAI, and does not constitute a warranty or guaranty, either expressed or implied.

16. Miscellaneous Terms of Agreement

- A. These Terms and Conditions shall be subject to, interpreted, and enforced according to the laws of the Commonwealth of Pennsylvania without giving effect to its conflict of law principles. If any part of these Terms and Conditions shall be held illegal, unenforceable, void, or voidable by any court of competent jurisdiction, each of the remainder of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- B. Neither the CLIENT nor GAI may delegate, assign, sublet, or transfer their duties or interest as described in these Terms and Conditions and GAI's Proposal without the written consent of the other party. Both parties relinquish the power to assign and any attempted assignment by either party or by operation of law shall be null and void.
- C. These Terms and Conditions shall be binding upon the parties hereto, their heirs, executors, administrators, successors, and assignees. In the event that a dispute should arise relating to the performance of the Services to be provided under these Terms and Conditions and GAI's Proposal, and should that dispute result in litigation, it is agreed that each party shall bear its own litigation expenses, including staff time, court costs, attorneys' fees, and other claim-related expenses.
- D. CLIENT shall not assert any claim or suit against GAI after expiration of a Limitation Period, defined as the shorter of (a) three (3) years from substantial completion of the particular GAI service(s) out of which the claim, damage or suit arose, or (b) the time period of any statute of limitation or repose provided by law.

In the event of any claim, suit or dispute between CLIENT and GAI, CLIENT agrees to only pursue recovery from GAI and will not to seek recovery from, pursue or file any claim or suit, whether based on contract, tort including negligence, strict liability or otherwise against any director, officer, or employee of GAI.

- E. No modification or changes in the terms of this Agreement may be made except by written instrument signed by the parties. CLIENT acknowledges that they have read this AGREEMENT, understands it, agrees to be bound by its terms, and further agrees that it is the complete and exclusive statement of the AGREEMENT between the parties superseding all work orders, oral or written understandings, or other prior agreements other than those above referred to and all other communications between the parties relating to the subject matter thereof.
- F. Either the CLIENT or GAI may terminate or suspend performance of these Terms and Conditions without cause upon thirty (30) days written notice delivered or mailed to the other party.
 - (1) In the event of material breach of these Terms and Conditions, the party not breaching the AGREEMENT may terminate it upon ten (10) days written notice delivered or

mailed to the other party, which termination notice shall state the basis for the termination. The AGREEMENT shall not be terminated for cause if the breaching party cures or commences to cure the breach within the ten day period.

- (2) In the event of the termination, other than caused by a material breach of these Terms and Conditions by GAI, CLIENT shall pay GAI for the Services performed prior to the termination notice date, and for any necessary services and expenses incurred in connection with termination of the project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination or subcontractor and/or subconsultant contracts. Such compensation shall be based upon the schedule of fees used by GAI.
- (3) In the event CLIENT delays providing written authorization to proceed within 45 days of the date of GAI's Proposal or suspends GAI's performance for 45 days or more after authorization has been given, GAI reserves the right, in its sole discretion, to revise its cost, compensation and/or hourly rates to its then current rates prior to resuming performance under these Terms and Conditions.
- G. All notices required to be sent hereunder shall be either hand delivered, with signed receipt of such hand delivery, or sent by certified mail, return receipt requested.
- H. The paragraph headings in these Terms and Conditions are for convenience of reference only and shall not be deemed to alter or affect the provisions hereof.
- I. Unless expressly stated to the contrary, the professional services to be provided by GAI do not include meetings and consultations in anticipation of litigation or arbitration or attendance as an expert witness in any deposition, hearing, or arbitration. If requested, these services will be provided by an amendment to these Terms and Conditions, setting forth the terms and rates of compensation to be received by GAI.
- J. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CLIENT, the PROJECT OWNER if different than CLIENT and GAI.
- K. GAI is an Equal Opportunity Employer. GAI complies with the Office of Federal Contract Compliance Programs Affirmative Action Programs as outlined in 41 CFR 60-1.4(a)(b), 41 CFR 60-250.5(a)(b), and 41 CFR 60-741.5(a)(b).

END OF TERMS AND CONDITIONS

Ms. Monique Heathcock, P.E.
March 16, 2017
Project A141194.02

Planning | Urban Design
Landscape Architecture
Economics | Real Estate

EXHIBIT B

2017 Community Development Florida Rate Schedule

2017 Community Development Florida Rate Schedule

Professionals include Economists, Planners, Urban Designers, and Landscape Architects. The use of "Engineer" in the titles in the Hourly Rate Schedule applies to professional engineers and geologists.

Any changes in hourly rates to reflect increases in cost of living, taxes, benefits, etc. will take effect on January 1, 2018. Rates in the below table are "loaded" hourly rates and include all overhead, costs, and benefits per hourly unit rate.

Labor Classification	Invoice Rate
CSG Expert Witness	\$350.00
CSG Senior Director / Principal	\$265.00
CSG Senior Director	\$225.00
CSG Director	\$215.00
CSG Senior Manager / Assistant Director	\$195.00
CSG Manager	\$175.00
CSG Assistant Manager	\$150.00
CSG Senior Project Professional	\$135.00
CSG Project Professional	\$120.00
CSG Senior Professional	\$105.00
CSG Professional	\$90.00
CSG Senior Technician	\$95.00
CSG Technician 2	\$85.00
CSG Technician 1	\$65.00
CSG Lead CAD Operator	\$95.00
Senior Engineering Director	\$315.00
Engineering Director/Sr. Director	\$270.00
Senior Engineering Manager	\$230.00
Engineering Manager	\$185.00
Senior Project Manager	\$175.00
Senior Lead Project Engineer	\$170.00
Project Manager	\$165.00
Senior Project Engineer, CEI Project Administrator	\$150.00
Senior Project Designer, Senior Project Technical Specialist	\$130.00
Project Engineer	\$120.00
Senior Lead Designer	\$115.00
Senior Enginner Intern	\$105.00
Lead Designer	\$100.00
Senior CAD Operator	\$95.00
Senior Project Coordinator	\$90.00
Senior Project Controls Associate	\$80.00
Engineer Intern	\$75.00
CAD Operator	\$70.00
Administrative Assistant	\$55.00
Environtmental Director	\$170.00
Senior Environmental Specialist	\$140.00
Environmental Project Specialist	\$90.00

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

February 27, 2017

CHW Professional Consultants
132 NW 76th Drive
Gainesville, FL 32607

Attn: Tony Flegert

Re: Electrical Engineering Fee Proposal
South Main Street Electrical Utility Undergrounding
Depot Avenue to S. 16th Avenue
Gainesville, FL

Dear Tony:

Thank you for the opportunity to work with you and provide you an engineering fee proposal for this project.

The following is a fee proposal for Electrical Engineering services for moving all existing overhead electrical services along South Main Street between Depot Avenue and South 16th Avenue to underground.

1. Engineering Services consist of:
 - a. Field work as required to determine existing conditions.
 - b. Coordination with electrical services providers as required.
 - c. Reproducible plans showing underground electrical utility routing, electrical above ground equipment, manholes and handholes, and customer electrical services.

- d. Attendance at team coordination meetings as required.
2. The project has been broken down into several options:
- Option A – The entire project from Depot Avenue to South 16th Avenue
Option B – From Depot Avenue South to the Rail Trail
Option C – From the Rail Trail South to South 16th Avenue
Option C will be have two options – one for utilizing the east side of South Main Street and the other for utilizing the west side of South Main Street.
- Electrical Engineering services can be provided on a fixed fee basis as follows:
- | | | |
|----------|---|-------------|
| Option A | - | \$90,000.00 |
| Option B | - | \$24,000.00 |
| Option C | - | \$66,000.00 |
3. Additional services, as determined by mutual agreement, can be provided in accordance with the following hourly schedule:
- | | | |
|---------------|---|----------|
| Engineer | - | \$140.00 |
| CADD Operator | - | \$50.00 |
| Clerical | - | \$30.00 |
4. 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, upon mutual consent of the parties, 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.
5. Invoices not paid within 30 days of the invoice will accrue interest at a rate of 1.5 percent simple interest per month from the payment due date. The client will reimburse the consultant for any costs and expenses, including attorney fees, incurred by the consultant in any effort to enforce payment.

Proposed by: Ronald J. Nix, P.E.

Date: February 27, 2017

Accepted by: _____ Date: _____